

STIPULATIONS

DIGEST OF STIPULATIONS¹ EFFECTED AND HANDLED THROUGH THE COMMISSION'S BUREAU OF STIPULATION²

2867.³ Soaps and Dentrifice—Unique Qualities, Composition, Effectiveness, etc.—This stipulation has been amended so that it now reads:

Colgate-Palmolive-Peet Co., a Delaware corporation, and Kirkman & Son, Inc., a Delaware corporation, a wholly owned subsidiary of Colgate-Palmolive-Peet Co., engaged in the sale and distribution of soaps and toilet goods in interstate commerce, in competition with other corporations and with individuals, firms, and partnerships likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

Colgate-Palmolive-Peet Co. and Kirkman & Son, Inc., and each of them, agreed that in connection with the sale and distribution of their products in commerce as defined by said act, they will cease and desist from representing, directly or otherwise, by assertion or by implication:

(a) That Palmolive soap contains special protective qualities all its own or not present in any other soap or soaps;

(b) That such soap "protects" the skin against the loss of natural or "youth giving" oils, or has a "protective" lather;

(c) That the use of Palmolive soap will keep the skin young or prevent "middle age" skin; or that it is efficacious in retarding the natural aging of the skin;

¹ The digests published herewith cover those accepted by the Commission during the period covered by this volume, namely, July 1, 1949, to June 30, 1950, inclusive. Digests of previous stipulations of this character accepted by the Commission may be found in vols. 10 to 45 of the Commission's decisions.

² Under a reorganization of the Commission's internal structure, effective June 1, 1950 (see annual report for that year at p. 6), the former Bureau of Trade Practice Conferences and the Bureau of Stipulations were consolidated into the Bureau of Industry Cooperation, and a Division of Stipulations was created, under said Bureau, to handle such work.

For an account of a prior reorganization, effective August 12, 1946, under which the Division of Stipulations, then created, was charged with the handling of all matters considered appropriate for settlement by stipulation, including both such matters as had theretofore culminated in the false and misleading advertising stipulations effected through the Commission's Radio and Periodical Division, as it theretofore functioned, and those theretofore effected through the Trial Examiner's Division, see footnote in Volume 45 at p. 845.

³ Amended, See 31 F. T. C. 1630.

(*d*) That Palmolive soap "thoroughly" cleanses the pores or gently removes "every trace" of dirt and cosmetics;

(*e*) That removal of dirt and cosmetics from the pores by the use of Palmolive soap will enable the skin to breathe; or by statement or inference that breathing or respiration is a function of the human skin;

(*f*) That the "natural" or "youth" oils or the fatty secretions from the sebaceous glands "feed" or "nourish" the skin; or that Palmolive soap assists in any way toward the nourishment of the skin;

(*g*) That Palmolive soap is "unique" or "utterly unlike" any other soap, or that it is essentially different from various other soaps on the market;

(*h*) That Palmolive soap was or is the "only" soap gentle enough or sufficiently pure, soothing, mild or safe for use by the Dionne quintuplets; or that no other soap made is as pure, soothing, mild, or safe;

(*i*) That the "soft, smooth complexions" of the Dionne quintuplets are directly the result of or wholly attributable to Palmolive soap;

(*j*) By oral or written statements or by depictions or illustrations, that Palmolive soap is composed wholly or in part of edible olive oil or of the grade of olive oil used for bathing new-born babies;

(*k*) By the use of the unqualified statement "Made with olive oil" as descriptive of Palmolive soap, Palmolive shave cream, or Palmolive brushless shave cream; or by representations of like import, that the oil or fat content of such products is wholly or predominantly olive oil.

(*l*) That persons purporting to be authorities, who have not professionally used and actually approved Palmolive soap or other products, and whose names appear on published testimonial letters or endorsements thereof, have inferentially or otherwise based such testimonials or opinions upon their own professional experience, use, and controlled laboratory tests;

(*m*) By the use of appellations such as "Beauty Specialists" that persons purporting, in testimonials, endorsements or otherwise, to make scientific statements regarding the skin are experts adequately equipped and qualified to render such opinion unless they actually are accredited skin specialists or dermatologists;

(*n*) That Cashmere Bouquet soap or the lather thereof will remove "every bit" of dirt and cosmetics from every pore; or in any other way asserting or implying that such soap or lather removes all dirt and cosmetics whatsoever from the pores;

(*o*) That Cashmere Bouquet soap will cause or is capable of causing the skin to become alluring, clear, or smooth in cases where such results will not be achieved by cleansing the skin;

(*p*) That the product Concentrated Super Suds destroys or removes all germs, dangerous and otherwise, that "lurk in every family wash" or are present in wearing apparel or other washable fabrics;

(*q*) That Concentrated Super Suds is the only soap which has the capacity to protect the family health from being endangered by germs depicted in accompanying microphotographs or referred to in such statements as "the above microphotos show some of the dangerous germs which Mrs. Robinson saw through the microscope—germs that were actually found in her wash," "millions of germs are present in all family washes," and "dangerous germs that unless removed, may spread serious infection;"

(*r*) That clothing or other fabrics washed in a solution of Concentrated Super Suds and water at a temperature ordinarily used for home laundering, be "Hospital Clean;" or otherwise, that such articles will be effectively sterilized or as germ-free as by hospital sterilization methods;

(*s*) That dishes washed with the product "Super Suds" require no wiping but will dry clean with no soap film adhering thereto; or that dishes washed with Super Suds require no wiping, rinsing, scalding or other operation subsequent to washing, for the purpose of removing soap or other residue therefrom;

(*t*) That Super Suds "protects your hands," or that such preparation contains any special ingredient that shields or preserves the skin;

(*u*) Unqualifiedly that the use of Colgate rapid-shave cream will obviate the necessity for shaving twice daily; that the use of such product or of Palmolive shave creams results in faster or smoother shaves than are obtainable with comparable shaving preparations;

(*v*) That Palmolive shave creams make the skin either healthier, firmer or younger; or that such preparations have therapeutic or nutritional properties affecting the skin structure;

(*w*) That "Most bad breath begins with the teeth," or that bad breadth in most cases is due to or caused by improperly cleaned teeth; or that "A safe, sure way to correct bad breath is through regular use of the thorough, cleansing action provided only by the special ingredients in Colgate's dental cream;" or that the action of said preparation is certain and unfailing in removing bad breath or that it "corrects" the condition regardless of causes; or that "only" Colgate dental cream can accomplish the things claimed for it; or that such product contains "special" or "unique" ingredients for combatting bad breath or for cleansing purposes not to be found in any other dentifrice;

(*x*) That the foam produced by Colgate dental cream removes "all" decaying food deposits lodged between the teeth or in the mouth; or that the use of such product will prevent tooth decay or dental caries: *Provided*, That nothing herein contained shall be construed as an

agreement by respondent not to represent that cleansing of the teeth promptly after each ingestion of food will tend to decrease the incipience of dental caries.

(y) That "every dentist knows" that mucin plaques harden into tartar; or otherwise, that such is the unanimous opinion of the dental profession;

(z) That "Kirkman Soap Flakes keep your hands soft and white," or that such flakes "Do my hands more good than a flossy manicure;" or will soak dirt out of fabrics without rubbing or some mechanical or manual action; or that lingerie or other textiles washed with such product will keep their brand new appearance almost forever.

Colgate-Palmolive-Peet Co. and Kirkman & Son, Inc., or either of them also agreed that should they ever resume or indulge in any of the aforesaid methods, acts, or practices which they have herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondents as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondents of the methods, acts or practices herein referred to. (1-10611 Aug. 9, 1949.)

2921.⁴ **Cosmetics—Nature, Indorsements, Competitive Products, etc.**—This stipulation has been amended so that it now reads:

Physicians Formula Cosmetics, Inc., a California corporation, engaged in the sale and distribution of cosmetics in interstate commerce, in competition with other corporations and with individuals, firms, and partnerships likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

Physicians Formula Cosmetics, Inc., in connection with the sale and distribution of its cosmetic preparations in interstate commerce as defined by the Federal Trade Commission Act, agreed it will cease and desist from:

(a) The use of the letters "Rx" or other letters, signs, or symbols which cause or have or may have the capacity to cause the impression or belief that its cosmetic or toilet goods are in fact medicinal preparations or that each parcel is individually compounded in accordance with a specific prescription therefor;

(b) Stating that its advertising has been accepted by the Los Angeles County Medical Association when such advertising is not currently so accepted;

(c) Unqualifiedly representing that its preparations are "nonallergic," or "effective beauty aids" for the skin, or that they may be

⁴ Amended. See 31 F. T. C. 1671.

depended upon to prevent allergic irritations or maintain healthy skin;

(*d*) Stating that "cholesterin" or any other ingredient in its cosmetic preparations "restores" or "replaces" or has capacity to restore or replace natural oils in the skin or that it effectively combats or prevents crow's feet, wrinkles, or dry skin by means of oils applied to the skin or in any other manner whatsoever;

(*e*) Representing that the ingredients in its products penetrate the skin deeply or effectively; or that its cleansing cream removes "every particle" of make-up, grime, and dirt from the skin or the pores thereof;

(*f*) Statements to the effect that cosmetic preparations containing mineral oil forms a film which seals in the dirt, causing blackheads, whiteheads, and enlarged pores; or other statements which constitute unwarranted disparagement of competitive products;

(*g*) Representing that "Physicians Formula Deodorant is an absolute necessity," or "unqualifiedly that modern women's skins require stimulation";

(*h*) Representations which import or imply that its product designated "Facial Masque" or its product heretofore designated "Tissue Cream" can be depended or relied upon to clear up blackheads, whiteheads, or enlarged pores, or keep the skin youthful or free from lines;

(*i*) Denominating, describing, or referring to any cosmetic product as a tissue cream, or otherwise by statement or inference representing that such preparation externally applied has of itself any beneficial effect upon the tissues or cell-structure of the skin;

(*j*) Statements such as "Mothers who are interested in the health of their adolescent daughters should insist that they use only Physicians Formula Cosmetics" or similar presentations having the capacity or tendency to convey the impression or belief that competitive cosmetic preparations contain ingredients injurious to the health or that only preparations offered for sale and sold by it may be safely used by adolescents.

Physicians Formula Cosmetics, Inc., also agreed that should it ever resume or indulge in any of the aforesaid methods, acts or practices which it has herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondent as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondent of the methods, acts, or practices herein referred to. (1-13364, Mar. 1, 1950.)

3433.⁵ **Caskets—Qualities, Properties or Results.**—This stipulation has been amended, so that it now reads:

Batesville Casket Co., a corporation, engaged in the business of manufacturing burial devices, including a metal casket called "Monoseal" which it has sold in interstate commerce, in competition with other corporations and with individuals, firms, and partnerships likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

Batesville Casket Co., in connection with the offering for sale, sale, or distribution of its "Monoseal" casket in commerce, as commerce is defined by the Federal Trade Commission Act, agreed to cease and desist forthwith from stating or representing in its advertisements and advertising matter of whatever kind or description, or in any other way, that the said casket will remain in such condition after burial as to afford or assure permanent protection or absolute security to the body encased therein "for centuries" or for any other stated period of time.

Batesville Casket Co. also agreed that should it ever resume or indulge in any of the aforesaid methods, acts, or practices which it has herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondent as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondent of the methods, acts, or practices herein referred to.

It is further stipulated and agreed that as thus amended, all of the terms and provisions of said Stipulation No. 3433 shall remain in full force and effect. (1-16166, June 29, 1950.)

3894.⁶ **Sheets and Pillow Cases—"Certified" and "guaranteed."**—This stipulation has been amended, so that it now reads:

Lamport Co., Inc., a New York corporation with its place of business in New York, N. Y., engaged in the sale and distribution of textile products, including sheets and pillowcases, in interstate commerce, in competition with corporations, firms, and individuals likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

Lamport Co., Inc., in connection with the sale and distribution of its textile products in commerce as defined by the Federal Trade Commission Act, agreed that it will forthwith cease and desist from:

(1) Using the word "Certified" or other word or words of like meaning on its products except under the following conditions,

⁵ Amended. See 34 F. T. C. 1660.

⁶ Amended. See 39 F. T. C. 606.

(a) The identity of the certifier be clearly and plainly disclosed,
(b) The certifier be qualified and competent to know what has been certified is true,

(c) If the certifier is some one other than the seller, any connection between the certifier and the seller be clearly shown.

(2) Representing, by the use of the word "guaranteed" or other word or words of like meaning in its advertising material or otherwise, that a product is guaranteed unless, whenever used, clear and unequivocal disclosure be made in direct connect therewith of exactly what is offered by way of security as, for example, refund of purchase price.

It is further stipulated and agreed that the aforesaid amendment shall be effective as of the date of the approval thereof by the Federal Trade Commission.

Lamport Co., Inc., also agreed should it ever resume or indulge in any of the aforesaid methods, acts, or practices which it has herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondent as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondent of the methods, acts, or practices herein referred to. (1-18873, May 1, 1950.)

4087.⁷ **Cosmetics—Doctors' Recommendation.**—This stipulation has been amended so that it now reads:

C. W. Beggs Sons & Co., an Illinois corporation with place of business at Chicago, Ill., also operated under the trade names Marcelle Cosmetics and Marcelle Hypo-Allergenic Cosmetics, engaged in the sale and distribution of a line of cosmetics under the trade or brand designation "Marcelle" in interstate commerce, in competition with corporations, firms, and individuals likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

C. W. Beggs Sons & Co., whether trading under its own name, as Marcelle Cosmetics, Marcelle Hypo-Allergenic Cosmetics, or by any other designation or style, in connection with the sale and distribution of its commodities in commerce as defined by the Federal Trade Commission Act, or the advertising thereof by the means or in the manner above set forth, agreed that it will forthwith cease and desist from representing:

That thousands of doctors have prescribed Marcelle Hypo-Allergenic Cosmetics, or that any numbers in excess of the true total thereof have so approved or recommended the same.

⁷ Amended. See 40 F. T. C. 817.

C. W. Beggs Sons & Co. also agreed that should it ever resume or indulge in any of the aforesaid methods, acts, or practices which it has herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondent as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondent of the methods, acts or practices herein referred to. (1-1348, Mar. 1, 1950.)¹

7870. **Hair and Scalp Preparation—Therapeutic Properties.**—Henry Carroll Wright, an individual, trading as Henry's Beauty Creations and as Superior Products Co., with his principal place of business located in Jersey City, N. J., advertiser-vendor, engaged in offering for sale and selling in commerce, a preparation for the hair designated "Henry's Sulphur-Lanolin-Castor Treatment for Hair and Scalp," entered into an agreement, in connection with the dissemination of advertising relating to that produce, to cease and desist from representing directly or by implication:

- (a) That the product grows or promotes the growth of hair or prevents or corrects falling hair or baldness;
- (b) That the product prevents or cures dandruff or has any effect in the mitigation or treatment of such condition;
- (c) That the product cures or corrects the disease conditions which cause itching scalp. (1-22029, July 5, 1949.)

7871. **Medicinal Preparations—Therapeutic Properties, Composition and Nature of Business.**—Forrest Griffeth, an individual, trading as the Forrest Griffeth Westward Health Center, the Forrest Griffeth Westward Health Foundation, Westward Health Foundation, Forrest Griffeth Westward Products Co., and as Westward Health Products Co., with his principal place of business located in North Hollywood, Calif., advertiser-vendor, engaged in offering for sale and selling in commerce, medicinal preparations designated "Nutritone" ("Nu-tri-tone") and "Nutri-Lax" ("Nu-tri-lax"), entered into an agreement, in connection with the dissemination of advertising relating to those products to cease and desist from representing directly or by implication:

- (a) That "Nutritone" is a dietary supplement;
- (b) That "Nutri-Lax" is a gland nourishing product;
- (c) That such preparations contain no drugs;
- (d) That such preparations prevent, remedy or cure fevers; colds; diarrhea; congestion of lungs, skin, or kidneys; neuritis; arthritis; high or low blood pressure; overweight; anemia; colitis; or asthma.

Forrest Griffeth further agreed that he will forthwith cease and desist from the use of the word "Foundation" as a part of his trade name. (1-22328, July 5, 1949.)

¹ For amended S. 7813 see p. 1243.

7872. **Miniature Gasoline Engine—Manufacture and Operation.**—America's Hobby Center, Inc., a New York corporation, with its principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling in commerce model supplies including a model or miniature gasoline engine designated "G. H. Q. Gasoline Motor," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication, that said device:

- (1) Is precision engineered or precision built;
- (2) Is easy to start;
- (3) Has a maximum operating speed of 7,000 revolutions per minute or a minimum operating speed of 300 revolutions per minute; or has any other maximum or minimum operating speed, unless such indicated speed shall have been determined by adequate tests to be the actual speed which the engine is capable of maintaining for a reasonable period of time. (1-22846, July 5, 1949.)

7873. **Drug Product—Therapeutic Properties.**—Arnold Nydegger, an individual, trading as Nydegger Pharmacal Co., with his principal office and place of business located in Cleveland, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling in commerce, a drug product designated "Romotox," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication that the product is a treatment for rheumatism, arthritis, or sciatica or that it has any effect thereon except to such extent as it may provide relief from minor pains accompanying those conditions. (1-22887, July 7, 1949.)

7874. **Cement Additive—Qualities and Results.**—L. Sonneborn Sons, Inc., a Delaware corporation, with its principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling a cement additive under the brand names "Trimix" and "Santorized Trimex," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

- (a) That said product is an effective dispersing agent for cement mortars or concrete;
- (b) That the use of said product results in a saving of 20 percent or any other definitely stated percentage of gaging water;
- (c) That, using the same water ratio, said product added to the gaging water will cause a slump of from 6 to 7 inches, or any definitely stated amount of slump, as compared with a 2½ to 3-inch slump when said product is not used; and it is also agreed that in connection with

any comparative claims for increase in slump from the use of Trimex the quantity of water contained in the product will be computed in the water ratio of the total mixture;

(*d*) That the use of said product in mortar or concrete results in greater water impermeability;

(*e*) That said product has any appreciable effect in causing air entrainment or that it increases resistance to alternate freezing and thawing. (1-21019, July 8, 1949.)

7875. Hair Preparations—Qualities and Results.—Richard Wolfson, an individual, trading as Lan-O-Tone Products Co., with his principal place of business located in New York, N. Y., engaged in offering for sale and selling in commerce, preparations for the hair designated “Lan-O-Tone Hair Cream,” “Lan-O-Tone Shampoo,” and “Lan-O-Tone Concentrated Shampoo,” entered into an agreement, in connection with the dissemination of advertising relating to those products, to cease and desist from representing directly or by implication:

(*a*) That the preparations prevent baldness or grow hair;

(*b*) That the preparations promote or insure a healthy scalp or head of hair;

(*c*) That the preparations rid or free the scalp of dandruff, in excess of the temporary removal of loose dandruff scales by shampooing, or correct or end dandruff;

(*d*) That the preparations relieve or cure an itching scalp in excess of temporarily relieving minor cases of itching of the scalp;

(*e*) That the preparations have any beneficial effect upon the hair in excess of the removal of superficial dirt, grease, and loose dandruff scales. (1-21296, July 11, 1949.)

7876. Hair Preparation—Qualities and Results.—Earl Van Briggles, an individual trading under his own name, with his principal place of business located in Huntington Park, Calif., advertiser-vendor, engaged in the business of offering for sale and selling a preparation for the hair designated “Hair Gro,” entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

(*a*) That said preparation will be of any value in the treatment of baldness or will have any effect on the growth of hair; and

(*b*) That said preparation has any effect on dandruff other than as an aid in the mechanical removal of loose dandruff scales. (1-21488, July 13, 1949.)

7877. Cement-Water Paint—Qualities and Results.—Perinol Products Co., Inc., a New York corporation, with its principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling a cement-water paint designated “Micro-Seal,” entered into an agreement, in connection with the offer-

ing for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

- (a) That the said product waterproofs or prevents seepage;
- (b) That the said product will not crack or craze. (1-21631, July 15, 1949.)

7878. **Auto Radiator Repair Products—Qualities and Results.**—Service Supply Co., a Colorado corporation, with its principal office and place of business located in Denver, Colo., and Charles A. Kimble, president and treasurer, advertiser-vendors, engaged in the business of offering for sale and selling a product for repairing minor leaks in automobile radiators and similar articles, designated "Serco," and a product for cleaning such circulating systems, designated "Ki-Mo," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

- (a) That use of Serco results in permanently sealing a leak, crack or crevice in metal; or
- (b) That Ki-Mo removes rust or scale, unless limited to such rust or scale as may be held in place by a binder consisting mainly of grease or oil. (1-20216, July 20, 1949.)

7879. **Antifreeze Preparation—Qualities and Safety.**—Dimmit J. Wood, Arthur M. House, Sr., George J. Gray and Tom U. Gray, copartners trading as Big G Distributing Co., with their principal place of business located in Dallas, Tex., advertiser-vendor, prior to January 3, 1948, engaged in the business of offering for sale and selling a preparation designated "Frigidzone Anti-Freeze," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

That said preparation is noncorrosive; that it will prevent rust or corrosion; or that its use will not cause damage to any part of the cooling system of an automobile engine or other water cooled engine. (1-21930, July 21, 1949.)

7880. **Hair Preparation—Qualities, Results, Safety, Uniqueness.**—Herbold Laboratory, Inc., a California corporation, with its principal place of business located in Hollywood, Calif., and Milton Herbold, president and sole owner, advertiser-vendor, engaged in the business of offering for sale and selling a preparation for the hair designated "Herbold Pomade," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

- (a) That said preparation will restore gray, streaked or faded hair to its natural or original shade;
- (b) That said preparation helps to remove loose dandruff or to keep the scalp clean or free of dandruff;

(c) That said preparation is safe or harmless;

(d) That said preparation is new or unique. (1-21849, July 22, 1949.)

7881. Bread—Contest Award.—Davidson Baking Co., an Oregon corporation, with its principal place of business located in Portland, Oreg., and Eugene F. Davidson, Eugene D. Davidson, and H. Marshall Wood, officers thereof, engaged in the business of baking, offering for sale, and selling Davidson's Fresh Spun Bread, entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication that any prize or trophy awarded to Davidson Baking Co. was awarded in a Nation-wide contest or a national contest, when such prize or trophy was not awarded in a contest so generally available to and participated in by the baking industry, and of such scope, that the contest might reasonably be termed Nation-wide or national. (1-21808, July 26, 1949.)

7882. Treatment for Fabrics—Qualities.—The Perfex Co., a Nebraska corporation, with its general office located in Shenandoah, Iowa, advertiser-vendor, engaged in the business of offering for sale and selling in commerce, a preparation for use in preparing fabrics for ironing, designated "Glosstex," entered into an agreement, in connection with the offering for sale, sale, or distribution thereof, to cease and desist from representing, directly or by implication, that said preparation:

(1) Will brighten colors in fabrics or compensate for changes in color due to the fading thereof;

(2) Will cause fabrics to resist wrinkling, unless such representation pertains only to such designated fabrics as will, in fact, be rendered less liable to wrinkling by the use of said preparation. (1-21039, July 28, 1949.)

7883. Mirrored Vanity Chests—Unbreakable Properties.—Kobro Products, Inc., a New York corporation, with its principal place of business located in Brooklyn, N. Y., advertiser-vendor, engaged in offering for sale and selling in commerce, mirrored vanity chests, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

By the use of the representation "Completely Eliminates Breakage," or by any other means or device that mirrored glass on its vanity chests cannot be broken. (1-21634, July 28, 1949.)

7884. Sweaters—Foreign Origin.—Glasgow Sportswear, Inc., a New York corporation, with its principal office and place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling sweaters, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale,

and distribution thereof, to cease and desist, with respect thereto, from:

(a) Representing in any manner that said products are Scotch or of Scotch origin; *Provided*, That this provision shall not be deemed to prohibit use of the trade-mark "Scotch Crown" as applied to such products when it clearly appears that it is a trade-mark and also that the products to which it is applied are manufactured in the United States; *Provided further*, That this provision shall not be deemed to prohibit the use of the word "Glasgow" with reference to said articles if it clearly appears that the reference is to the corporate name "Glasgow Sportswear, Inc.," and not to the city of that name; or

(b) The use of the word "Homespun" as descriptive of products made from fabrics or yarns that are spun or woven in a mill or factory. (1-21744, Aug. 2, 1949.)

7885. Dog Food—Composition.—Roanoke City Mills, Inc., a Virginia corporation, with its principal place of business located in Roanoke, Va., advertiser-vendor, engaged in the business of offering for sale and selling a certain dried dog food preparation designated "Tasty-Dinner Dog Food," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from:

Using the terms "meat," "liver," or "milk," or any other terms of similar import or meaning, to designate or describe dehydrated meat meal, liver meal, and dry skim milk. (1-21771, Aug. 2, 1949.)

7886. Laundering Preparation—Qualities, Composition, Safety, etc.—John Wiley Jones, an individual trading as John Wiley Jones Co. with his principal place of business located in Caledonia, N. J., advertiser-vendor, engaged in the business of offering for sale and selling a sodium hypochlorite preparation designated "Sunny Sol," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

(a) That Sunny Sol removes lipstick, or paint stains, or stains made by permanent ink;

(b) That this product contains no lye;

(c) That Sunny Sol is harmless to the hands, unless limited to use when substantially diluted by water, in the proportions of one part of this preparation to forty parts of water;

(d) That this product is harmless to cloth or fabrics, unless limited to undyed materials; or

(e) That the boiling of a solution of this preparation in water removes kitchen odors. (1-21668, Aug. 2, 1949.)

7887. Home Permanent Wave Kit—Safety.—Ruval Products, Inc., a

Tennessee corporation, trading under its own name and as U-Wavit and U-Wav-It Co., with its principal office and place of business located in Chattanooga, Tenn., advertiser-vendor, engaged in the business of offering for sale and selling a product designated "U-Wav-It Home Cold Permanent Wave Kit," entered into an agreement, to cease and desist from the dissemination of advertising representing directly or by implication that the product is safe: *Provided, however,* That, this shall not prohibit the corporation from representing that the product is safe when used according to directions. (1-22634, Aug. 3, 1949.)

7888. **Trousseau Linen Outfits—Manufacturing Status.**—Trousseau Linen Outfitters, Inc., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., advertiser-vendor, engaged in the business of offering for sale and selling in interstate commerce, Trousseau Linen Outfits, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing by use of the statement "we own our own mills and looms," or otherwise, that it manufactures the articles composing the outfits or that it maintains, owns, operates, or controls a factory wherein the said merchandise is manufactured. (1-21334, Aug. 5, 1949.)

7889. **Child's Table—Manufacturing Status.**—Tiny Tot Safety Table Co., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, a table for use by small children, designated Tiny Tot Safety Table, entered into an agreement, in connection with the offering for sale, sale and distribution thereof, to cease and desist from representing, directly or by implication:

That it owns, operates or controls, any factory wherein the Tiny Tot safety table is constructed. (1-22344, Aug. 10, 1949.)

7890. **Home Permanent Wave Kit—Comparative Merits and Prices.**—The Toni Co., a Minnesota corporation, with its principal office and place of business located in Chicago, Ill., advertiser-vendor, engaged in the business of offering for sale and selling a cosmetic product designated "The Toni Home Permanent Creme Cold Wave Kit," entered into an agreement to cease and desist from the dissemination of advertising relating to that product, which

(a) Through pictorial comparison of one who had a professional wave with one who had a Toni wave, each having coiffures actually effected by a hair stylist without the disclosure of the latter fact represents that the coiffure with the Toni wave was done by the purchaser herself or by an amateur; or

(b) Compares, in advertisements containing the pictorial comparisons referred to in paragraph (a) above, the stated price of a Toni wave alone with a stated price of a beauty shop wave and coiffure combined without disclosing that that is the basis of the comparison. (1-19769, Aug. 10, 1949.)

7891. Correspondence Course—Institute, Earnings and Opportunities.—William J. Benko, an individual trading as International Trade Promotion Service, with his principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, a home study course of instruction designated as the "ITP Course in Importing and Exporting," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(1) Through the use of the terms "Registrar" or "Diploma," or otherwise, that the business conducted by him is that of an institute of learning with the equipment and faculty of an institute;

(2) That the purchase and study of such course of instruction will assure substantial incomes or high salaries or qualify the purchaser in a short time as an expert in the import and export trade, or that substantial sums may be earned easily by pursuing said course of study;

(3) That the completion of said course of instruction will per se enable the purchaser thereof to establish his own import and export business with a small capital investment or quickly develop the same into a successful business: *Provided*, That this is not intended to prevent representations to the effect that the knowledge derived from this course will be of assistance to one who does establish his own import and export business, and aid in the development of the same. (1-21437, Aug. 15, 1949.)

7892. Pullets—Quality and Productivity.—Marti Leghorn Farm, Inc., a Missouri corporation, with its principal office and place of business located in Windsor, Mo., advertiser-vendor, engaged in the business of offering for sale and selling started pullets in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing in any manner that said started pullets have been sired by cockerels whose dams have records of 250 to 350 eggs per year or that said pullets are 250 to 350 egg pedigreed sired or that their sires have records of any number in excess of the actual number thereof. (1-22148, Aug. 24, 1949.)

7893. Perfumes—Foreign Source.—Paul Jones, an individual, with his principal place of business located in Piedmont, Calif., advertiser-vendor, engaged in the business of offering for sale and selling per-

fumes, entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from:

(1) Representing, directly or through inference, that said perfumes are manufactured or compounded from flowers, scents, oils or other ingredients from the Territory of Hawaii; or that said perfumes originate in the Territory of Hawaii or are made and manufactured in the United States from ingredients imported from Hawaii;

(2) Using the words Hawaiian, Hawaii, or any other word indicative of Hawaii in any manner which connotes that perfumes manufactured or compounded in the United States are made or compounded in Hawaii;

(3) Using the terms "Flower Lei," "Pikaki," "Haupala," "Pono Moi," "Kiele," "Ua Lani," "Honi-Honi," "Aloha Nue," or any other Hawaiian word or term as brand or trade names to in any way designate describe, or refer to perfumes made or compounded in the United States, without plainly disclosing that such products are made or compounded in the United States. (1-21620, Aug. 24, 1949.)

7894. Putty—Composition.—Jaye Manufacturing, Inc., an Ohio corporation with its principal place of business located in Cleveland, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling putty under the name "National Brand Products," in commerce, entered into an agreement, in connection with the sale, offering for sale, and distribution thereof, to cease and desist from:

Designating, describing, or referring to any putty as a linseed-oil putty the vehicle of which is not composed wholly of pure linseed oil: *Provided, however,* That nothing herein shall be construed as prohibiting the use in such putty of necessary or desirable amounts of drier if the presence of such drier is conspicuously disclosed. (1-22340, Aug. 25, 1949.)

7895. Magazine, etc.—Association Status.—Bernard W. Coates, an individual trading as National Mail Dealers Association, with its principal office and place of business located in Dorchester, Mass., advertiser-vendor, engaged in the business of offering for sale and selling in commerce a bimonthly magazine entitled "Opportunities Preferred," an annual reference directory of mail-order businesses, and a monthly bulletin, entered into an agreement, in connection with the offering for sale, sales, and distribution thereof, to cease and desist from designating such enterprise as an "Association" and from representing in any other manner that it is not a private commercial enterprise conducted for profit. (1-22280, Aug. 25, 1949.)

7896. Costume Jewelry—Nature.—S. Buchsbaum & Co., an Illinois corporation, with its principal place of business located in Chicago, Ill., advertiser-vendor, engaged in the business of offering for sale and selling a wide variety of merchandise including costume jewelry, in

commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Using the word "ruby" or "pearl" or the names of any other gems or precious stones as descriptive of jewelry insets which are not in fact the natural gems or precious stones so named, unless it is clearly disclosed that the insets are simulated or imitation gems or stones;

(2) Using the word "stone" or "birthstone" as descriptive of jewelry insets which are not in fact gems or precious stones, unless it is clearly disclosed that the insets are simulated or imitation gems or stones. (1-22124, Aug. 25, 1949.)

7897. Pipes—Qualities.—M. Linkman & Co., an Illinois corporation, with its principal place of business located in Chicago, Ill., advertiser-vendor, engaged in the business of offering for sale and selling Dr. Grabow Pipes in commerce, entered into an agreement, in connection with the sale, offering for sale, and distribution thereof, to cease and desist from representing directly or by implication:

That Dr. Grabow pipes will not bite and have no bitter taste: *Provided, however*, That nothing herein shall be construed as prohibiting any claim to the effect that said pipes may reduce bite and reduce bitter taste by reason of the manner in which they are made and pre-smoked. (1-21597, Aug. 26, 1949.)

7898. Liquid Fertilizer—Comparative Merits and Government Approval.—James E. Murley and Marjorie Burns, copartners doing business under the trade name of Hy-Trous Sales Co., with their principal place of business in Boston, Mass., advertiser-vendor, engaged in the business of offering for sale and selling a liquid fertilizer designated "Hy-Trous," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

(a) That the said product differs from other fertilizers or plant food generally, either in its proportions of "feeding and conditioning elements" or in that it contains larger quantities of such elements.

(b) That the said product has the approval of the States or the agricultural departments of the States in which it is sold. (1-20115, Aug. 31, 1949.)

7899. Lottery devices—Interstate Sale.—A. E. Schmidt Co., a Missouri corporation, with its principal place of business located in St. Louis, Mo., engaged in the sale and distribution of punchboards, push cards, and similar devices in interstate business, entered into an agreement, in connection with the sale and distribution thereof, to cease and desist from:

Selling or distributing in commerce as "commerce" is defined in the Federal Trade Commission Act, punchboards, push cards, or other lottery devices which are to be used, or may be used, in the sale or

distribution of merchandise to the public by means of a game of chance, gift enterprises, or lottery scheme. (1-19699, Sept. 1, 1949.)

7900. Novelty Merchandise and Push Cards—Lottery Merchandising and Sale.—Faye Marion, an individual trading as Marion Co., with her place of business located in Wichita, Kans., engaged in the sale and distribution of novelty merchandise and push cards in interstate commerce, in competition with other individuals and with partnerships and corporations likewise engaged, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Selling or distributing novelty merchandise or any other merchandise so packed or assembled that sales of such novelty merchandise or other merchandise to the public are made or may be made by means of a game of chance, gift enterprise, or lottery scheme;

(2) Supplying to or placing in the hands of others, push cards or other lottery devices, either with assortments of novelty merchandise or other merchandise, which said push cards or other lottery devices are to be used or may be used in selling or distributing said novelty merchandise or other merchandise to the public;

(3) Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise, or lottery scheme.

Faye Marion further agreed that she will forthwith cease and desist from:

Selling or distributing in commerce, as "commerce" is defined in the Federal Trade Commission Act, push cards or other lottery devices which are to be used or may be used in the sale or distribution of merchandise to the public by means of a game of chance, gift enterprise, or lottery scheme. (1-22580, Sept. 1, 1949.)

7901. Hair Preparation—Qualities and Nature.—Mary Greene, an individual trading under her own name, with her place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling a preparation for the hair designated "Mary Greene Hair Coloring Cream," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

(a) That said preparations will restore the original color to hair which has become gray;

(b) That said preparation will penetrate to the roots of the hair or will effect pigmentation of the hair roots or of the hair shaft below the surface of the scalp;

(c) That said preparation is not a hair dye. (1-21829, Sept. 1, 1949.)

7902.^s Wallpaper Cleaner—Qualities and Competitive Products.—The

^s Supplemental.

Absorene Manufacturing Co., a Missouri corporation, with its principal office and place of business located in St. Louis, Mo., advertiser-vendor, engaged in the business of offering for sale and selling a wallpaper cleaner designated "Absorene," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing:

- (a) That absorene is nonsticky or will not stick;
- (b) That this product will purify or have any effect on the healthfulness of a room;
- (c) That use of this product will be of any benefit in restoring the newness of wallpaper beyond removing mild superficial soil; or

(d) That competing products are inferior or may ruin wallpaper. The Absorene Manufacturing Co., also agreed that Stipulation No. 02548, accepted by the Commission on April 12, 1940,⁹ is to remain in full force and effect, and that the terms and agreements thereof are not to be considered modified or altered in any way by this supplemental stipulation. (1-14682, Sept. 2, 1949.)

7903. Wallpaper Cleaner—Qualities.—Fred R. Hartman, an individual trading as Buckeye Paste Co., with his principal office and place of business located in Columbus, Ohio, advertiser-vendor, engaged in the business of offering for sale, and selling, in commerce, a product designated "Capitol Wallpaper Cleaner," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

That Capitol wallpaper cleaner will not deposit crumbs; it being understood that this provision is not intended to prevent designation thereof as a noncrumbly type of cleaner. (1-22743, Sept. 2, 1949.)

7904. Wallpaper Cleaner—Qualities.—Climax Industries, Inc., an Ohio corporation, with its principal office and place of business located in Cleveland, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, a product designated "Climax Wallpaper Cleaner," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly, or by implication:

That Climax wallpaper cleaner does not become sticky or tacky. (1-22747, Sept. 2, 1949.)

7905. Wallpaper Cleaner—Qualities.—Cleophas McVicker, Noah Wesley McVicker, Irma Anna McVicker, and Margaret M. Weber, copartners, trading as Cincy Products Co. and Kutol Products Co., with their principal office and place of business located in Cincinnati, Ohio, advertiser-vendors, engaged in the business of offering for sale and selling, in commerce, products designated "Cincy Wallpaper Cleaner," "Kutol Wallpaper Cleaner," and "Avalon Wallpaper Cleaner," entered into an agreement, in connection with the offering

⁹ See 30 F. T. C. 1594.

for sale, sale, and distribution of those products, to cease and desist from representing, directly or by implication:

(a) That the said wallpaper cleaners will not deposit crumbs; it being understood that this provision is not intended to prevent designation thereof as a "noncrumbly" type of cleaner; or

(b) That Cincy wallpaper cleaner will not stick, smudge or get tacky. (1-22746, Sept. 2, 1949.)

7906. Wallpaper Cleaner—Qualities and Guaranty.—The Cleveland Cleaner & Paste Co., an Ohio corporation, with its principal office and place of business located in Cleveland, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, a wallpaper-cleaning preparation designated "Walvet," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(a) That Walvet wallpaper cleaner will not deposit crumbs; it being understood that this provision is not intended to prevent designation thereof as a "noncrumbly type" of cleaner; or

(b) That this product is protected by a financial guaranty or surety bond. (1-22745, Sept. 2, 1949.)

7907. Wallpaper Cleaner—Qualities.—George W. Gusler, Thoburn T. Mosier, and John R. Gusler, copartners, trading as Clean Products Co., with their principal office and place of business located in Columbus, Ohio, advertiser-vendors, engaged in the business of offering for sale and selling, in commerce, a product designated "Clean Wallpaper Cleaner," sometimes designated "Clover Farm" or "Whitehouse," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(a) That said product will not skip, skid, slip, or stick; or

(b) That Clean Wallpaper Cleaner will not deposit crumbs, it being understood that this provision is not intended to prevent designation thereof as a "noncrumbly type" of cleaner. (1-22744, Sept. 2, 1949.)

7908. Wallpaper Cleaner—Qualities.—The Kroger Co., an Ohio corporation, with its principal office and place of business located in Cincinnati, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, a product designated "Avalon Wallpaper Cleaner," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

That Avalon wallpaper cleaner will not deposit crumbs; it being understood that this provision is not intended to prevent designation thereof as a "noncrumbly type" of cleaner. (1-22748, Sept. 2, 1949.)

7909. Wallpaper Cleaner—Qualities.—The Omar Products Co., an Ohio corporation, with its principal office and place of business located

in Columbus, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, a product designated "Omar Wallpaper Cleaner," sometimes designated "Sho Wallpaper Cleaner," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

That Omar wallpaper cleaner will not deposit crumbs, it being understood that this provision is not intended to prevent designation thereof as a "noncrumbly type" of cleaner. (1-22749, Sept. 2, 1949.)

7910. **Shoe Polish—Qualities.**—John Lincoln, an individual trading as The John Lincoln Co., with his place of business located in San Francisco, Calif., advertiser-vendor, engaged in the business of offering for sale and selling various shoe polishes, dressings, and cleaners including products designated "Lincoln Tube White" and "Lincoln Quality Utility White Cleaner," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution of these products, to cease and desist from representing directly or by implication that such shoe dressings will not rub off. (1-21048, Sept. 2, 1949.)

7911. **Water Purifying Device—Nature.**—American Cyanamid Co., a Maine corporation, with its principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, a water-purifying device designated "Filt-R-Stil," entered into an agreement, in connection with the sale, offering for sale, and distribution thereof, to cease and desist from using the name "Filt-R-Stil" to designate, describe or refer to any water purifying equipment which does not employ the process of distillation or from other representing that the said device is a still. (1-20493, Sept. 8, 1949.)

7912. **Abdominal-Supporter Belts—Therapeutic Properties.**—Alexander Segal and Celia Segal, copartners, trading as the Ward Green Co., with their principal office and place of business located in New York, N. Y., advertiser-vendors, engaged in the business of offering for sale and selling abdominal-supporter belts, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing:

(a) That wearing one of these belts will cause one to get in shape, breathe easier, or take weight off tired feet, or that these belts make the wearer's wind longer, brace one's back, or assure "bay window" control or firm support for sagging muscles;

(b) That use of the Commander abdominal belt gives extra support or extra double support; or

(c) That wearing one of these belts causes one to maintain slenderness or to improve posture. (1-18495, Sept. 9, 1949.)

7913. **Books—Business as Institute.**—William Harold Schwartz, an

individual trading as National Institute for Home Study, with his principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, books or publications designed to assist students thereof in obtaining civil service positions, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

Using the word "Institute" as part of or in connection with his trade name; or using the word "Institute" in any manner which connotes that the business conducted by him is for the promotion of learning such as philosophy, art, or science, or has the equipment and faculty of an institute. (1-21601, Sept. 9, 1949.)

7914. Punchboard Combinations—Selling in Commerce.—Frederick Schechter and Allan Schechter, copartners trading as Howard Machine Products Co., with their place of business located in Chicago, Ill., engaged in the business of offering for sale and selling punchboards in combination with other merchandise, in interstate commerce, in competition with other individuals, firms, and corporations likewise engaged, entered into an agreement to cease and desist from:

Selling or distributing in commerce, as "commerce" is defined in the Federal Trade Commission Act, punchboards or other lottery devices which are to be used or may be used in the sale or distribution of merchandise to the public by means of a game of chance, gift enterprise, or lottery scheme.

Frederick Schechter and Allen Schechter also agreed, in connection with the offering for sale, sale, and distribution of merchandise, to cease and desist from:

(a) Selling or distributing merchandise so packed or assembled that sales thereof to the public are made or may be made by means of a game of chance, gift enterprise, or lottery scheme; or

(b) Supplying to, or placing in the hands of, others, punchboards or other lottery devices with assortments of merchandise which said punchboards or other lottery devices are to be used or may be used in selling or distributing said merchandise to the public. (1-22135, Sept. 15, 1949.)

7915. Glue—Nature and Qualities.—George Leonard Herter, an individual, trading as Herter's, with his office and place of business located in Waseca, Minn., advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, a glue which has been designated "Herter's Pheno Resin Marine Glue," sometimes designated "Herter's Unequaled Amber Waterproof Glue," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(a) That this glue is waterproof;

(b) That this product is a phenol resin glue, or

(c) That this glue is boil proof. (1-22099, Sept. 15, 1949.)

7916. **Calf Food—Composition and Qualities.**—Consolidated Products Co., a Nebraska corporation, with its principal office and place of business located in Danville, Ill., advertiser-vendor, engaged in the business of offering for sale and selling a food for calves designated Kaff-A, entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing, directly or by implication:

(a) That said preparation is made, wholly or in part, from whole milk or from dried whole milk, or that it is a milk food: *Provided, however,* That nothing herein contained shall be construed as an agreement by respondent not to represent that Kaff-A contains any ingredient derived from milk which is actually present in the product;

(b) That Kaff-A saves any specific amount of milk in the feeding of calves, unless the basis for the comparison is clearly explained; or

(c) That said preparation will prevent the development of scours, digestive upsets or other intestinal troubles in calves. (1-19980, Sept. 21, 1949.)

7917. **Disinfectant and Detergent—Preparations—Qualities, Composition, Approval and Importer Status.**—Pittsburgh Chemical Laboratory, Inc., a Pennsylvania corporation, with its principal place of business in Pittsburgh, Pa., and George C. Schmidt, Robert George Schmidt, and Lois R. Schmidt, officers and owners thereof, engaged in the business of offering for sale and selling, principally to restaurants, taverns and similar establishments for use in cleaning or in connection with the cleaning of glassware, dishes, and other eating utensils, a chlorine disinfectant designated "Meta Chlor" and two detergent preparations designated "Meta-Suds" and "Limegon," in interstate commerce, entered into an agreement, in connection with the offering for sale, and distribution of these products, to cease and desist from representing directly or by implication:

(a) That Meta Suds or Limegon will sterilize dishes, glassware, or other eating utensils, or will render them germ-free;

(b) That Meta Chlor will sterilize dishes, glassware, or other eating utensils;

(c) That any combination of Meta Chlor and Meta Suds will sterilize or disinfect dishes, glassware, or other eating utensils;

(d) That Meta Suds is composed wholly of minerals or that it is a mineral-chemical development;

(e) That any State or city has given its official approval or endorsement of Meta Chlor for use as a sterilizer, when such is not a fact; and from representing directly or by implication in connection with the offering for sale, sale, and distribution of any of their products, in commerce as aforesaid,

(f) That they are engaged in importing; and

(g) That they are engaged in exporting, when they do not, in the regular course of their business, sell and ship or otherwise distribute their products to customers outside of the continental United States (1-21703, Sept. 22, 1949.)

7918. Women's Wearing Apparel—Fictitious Pricing.—Eva A. Waldman, an individual, trading as Evalyn's, with her place of business located in Washington, D. C., engaged in the business of offering for sale and selling, in commerce, articles of women's wearing apparel, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

By the use of fictitious price marking, or otherwise, that the regular price of said articles of women's wearing apparel is any amount in excess of the price at which said articles are regularly and customarily sold by her. (1-22231, Sept. 21, 1949.)

7919. Belt Dressing—Comparative Merits.—William J. DuPont, an individual, trading as Du-Grip Manufacturing Co., with his principal place of business located in Toledo, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling in commerce, a belt dressing designated "Du-Pull," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from advertising results of comparisons of Du-Pull with Beltraction or any other belt dressing when such comparisons are not based on the formula of products currently sold contemporaneously with the advertised comparison. (1-21005, Sept. 21, 1949.)

7920. Witch Hazel—History, Manufacture, Relevant Facts, Approval and Competitive Products.—Harold C. Blankenbiller, an individual trading as American Distilling & Manufacturing Co., with his principal office and place of business located in East Hampton, Conn., advertiser-vendor, engaged in offering for sale and selling in commerce, witch hazel, entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing, directly or by implication:

(a) That it is a new product or that it represents a change in or an improvement over witch hazel N. F.;

(b) That the process of irradiation employed in the course of manufacture of the product is one of constant control or that by its use the product undergoes constant or complete irradiation or that all equipment and containers are sterilized by its use;

(c) That by use of the irradiation process such factors as oversight, negligence, and carelessness are eliminated;

(d) That the product has been accepted, approved, or endorsed by the Alcohol Tax Unit of the Treasury Department or any other

branch of the United States Government as superior to that of other manufacturers;

(e) That the product is finer than or superior to other witch hazels or that other witch hazels are ordinary or from otherwise falsely disparaging competing products. (1-21031, Sept. 22, 1949.)

7921. Men's Suits—Qualities, Composition, and Quality.—Karno Tailors, Inc., a Louisiana corporation, and Nick S. Karno, Hyman Karno, and David Karno, with their principal place of business located in New Orleans, La., advertiser-vendors, engaged in the business of offering for sale and selling in commerce, general merchandise including men's suits, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Representing, directly or inferentially, that clothing or textile fabrics are wrinkleproof or present no pressing problem, unless such products are made of or consist of materials which, in fact, are proof against wrinkling and do not require pressing for better appearance;

(2) Advertising, branding, labeling, invoicing, selling, or offering for sale products composed in whole or in part of rayon without clearly disclosing, by the use of the word "rayon," the fact that such products are composed of or contain rayon; and, when a product is composed in part of rayon and in part of fibers or material other than rayon, from failing to disclose, in immediate connection or conjunction with the word "rayon," and in equally conspicuous type, each constituent fiber of said product in the order of its predominance by weight beginning with the largest single constituent;

(3) Advertising, labeling, invoicing, selling, or offering for sale products which are so-called seconds, factory rejects, or irregulars or which contain flaws, without clearly and conspicuously disclosing that said products are seconds, factory rejects, irregulars, or that they contain flaws, as the case may be. (1-22084, Sept. 22, 1949.)

7922. Fuchsia Plants—History and Qualities.—Earl A. Aldrich, an individual trading as California Geranium and Fuchsia Growers Co., with his principal office and place of business located in Half Moon Bay, Calif., advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, fuchsia plants, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing:

(a) By applying newly coined or framed words to designate commonly and generally known varieties of fuchsia plants, or in any other manner, that such varieties are new creations;

(b) That the plant referred to by him as "Compacta Fuchsia" is a distinct strain; or

(c) That the Fuchsia Procumbens produces berries as large as a large cherry, or from otherwise exaggerating the size of berries produced. (1-22279, Sept. 27, 1949.)

7923. Punchboard Combinations—Supplying to Others and Lottery Merchandising.—Shari Candies, Inc., a Minnesota corporation, with its principal place of business located in Mankato, Minn., and Louis Kitsis and Maurice J. Kitsis, engaged in the sale and distribution of punchboard combinations, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

1. Supplying to or placing in the hands of others punchboards, push or pull cards, or other lottery devices, either with other merchandise or separately, which are to be used or may be used in the sale or distribution of other merchandise to the public;

2. Selling or distributing any merchandise so packed or assembled that sales of such merchandise to the public are to be made or, due to the manner in which such merchandise is packed and assembled at the time it is sold by said parties, may be made by means of a game of chance, gift enterprise, or lottery scheme;

3. Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise, or lottery scheme. (1-21729, Sept. 28, 1949.)

7924. Correspondence Course in Combustion Engineering—Business as Institute and Personnel.—The Hays Institute, also trading as the Hays Institute of Combustion Engineering, an Illinois corporation, with its principal place of business located in Chicago, Ill., and Ralph G. Johansen, K. P. Johansen and J. Stanley Johansen, as individuals and as officers of said corporation, engaged in the business of offering for sale and selling a correspondence course in combustion engineering, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, agreed to cease and desist from:

- (a) Using the word "institute" or any abbreviation thereof, or any word of similar meaning or import, in the trade and corporate name of said correspondence school;

- (b) Representing directly or by implication that said school has a staff of educators, engineers, or board of editors;

- (c) Representing directly or by implication that Joseph W. Hays is the educational director of said school or is otherwise associated with the operation or conduct of said school. (1-22528, Oct 3, 1949.)

7925. Perfumes—Foreign Source.—Ethel Wiesinger, an individual trading as Beverly Hills Gift Shop of Beverly Hills, Calif., and as Airways Gift Shop of Burbank, Calif., with her principal place of business located in Beverly Hills, Calif., advertiser-vendor, engaged

in the business of offering for selling perfumes, entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from:

(1) Representing, directly or through inference, that said perfumes are manufactured or compounded from flowers, scents, oils, or other ingredients from the Territory of Hawaii; or that said perfumes originate in the Territory of Hawaii or are made and manufactured in the United States from ingredients imported from Hawaii;

(2) Using the word "Hawaii" or any other word indicative of Hawaii in any manner which connotes that perfumes manufactured or compounded in the United States are made or compounded in Hawaii;

(3) Using the terms "Flower Lei," "Pikaki," or any other Hawaiian word or term as brand or trade names to in any way designate, describe, or refer to perfumes made or compounded in the United States, without clearly and conspicuously stating in immediate connection and conjunction therewith that such products are made or compounded in the United States. (1-21620, Oct. 12, 1949.)

7926. **Storage Bags—Mothproofing Qualities.**—Manahan Moth Paper Co., a New York corporation, with its principal place of business located in New York, N. Y., and Abraham Stone, Elliott Miller, and Max Frost, individuals and sole stockholders, engaged in the business of offering for sale and selling storage bags designated "Cedartrue Storage Bags," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(a) Using the name "Cedartrue" without plainly disclaiming any mothproofing effect of the cedarwood pulp, or the aroma therefrom.

(b) Otherwise representing directly or impliedly that the cedarwood pulp in the paper used in the "Cedartrue storage bags" or the aroma therefrom gives protection against, or stops moth damage. (1-19883, Oct. 17, 1949.)

7927. **Auto Tires—Used as New, Terms and Conditions.**—Jean Blatt, an individual trading as Standard Brand Tire Co., with his principal place of business located in Philadelphia, Pa., advertiser-vendor, engaged in the business of offering for sale and selling automobile tires and tubes in commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Using the terms "slightly used" or "Hi-Tread" if up to approximately one-half the tread has been worn away or is gone;

(2) Using the words "original tread" or any other statement of like meaning in connection with tires which have been retreaded or recapped;

(3) Representing that inner tubes are included in the purchase price of tires without including the same.

Jean Blatt further agreed, in connection with the offering for sale and sale of automobile tires as aforesaid, that he will continue to cease and desist from:

(4) Using the terms "very slightly used" "O.K. perfect tires," "85 percent nonskid original tread," "98 percent original nonskid," "will give new tire service," or "genuine factory adjustments," as descriptive of his tires. (1-22477, Oct. 21, 1949.)

7928. Jewelry—Composition and Manufacture.—George Dumas, an individual trading as Sterling Jewelers, with his principal place of business located in Columbus, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling jewelry in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, or distribution thereof, to cease and desist from:

(1) Representing, directly or inferentially, that a product is plated or covered with a gold alloy of a designated fineness, such as "14K" unless the entire surface of such product is plated with a gold alloy of the fineness so indicated; *And provided*, If the gold or gold alloy covering of a product is not of such substantial thickness as properly to be designated as plating or filling but the product is merely flashed, washed or colored with gold, that no quality mark such as "Karat" or "K" shall be used in connection with the description thereof, and that the word "gold," if used in such description, shall be immediately followed in equal conspicuousness by the words "flashed," "colored," or "washed";

(2) Using the word "stone" or "whitestone" as descriptive of jewelry insets which are not in fact precious stones or gems, unless such descriptive words be preceded in equal conspicuousness by the word "imitation" or "simulated." (1-17525, Oct. 21, 1949.)

7929. Bulbs, Plants and Roots—Producer and Quality.—Michigan Bulb Co., a Michigan corporation, with its principal place of business located in Grand Rapids, Mich., and Forrest Laug and Gerald Laug, individually and as officers and principal stockholders of said corporation, engaged in the business of offering for sale and selling bulbs, plants, and roots, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing:

(a) By the use of the word "farms" as a part of a trade or firm name, or otherwise, that this corporation owns, controls, or operates a farm on which it raises any substantial amount of the nursery stock which it sells;

(b) That evergreen seedlings are young evergreen trees;

(c) That the table lamps sold by them portray or create the illusion of a forest fire or falling water on their shades, when, in fact,

a substantial number of said lamps do not portray or create the illusions claimed; or

(d) That plants, roots, and bulbs will be delivered in time for seasonal planting unless such stock is shipped and delivered within such time.

Michigan Bulb Co., Forrest Laug, and Gerald Laug further agreed to cease and desist from representing that roots, plants, and bulbs sold and shipped by them in commerce are hardy, virile, or free from disease unless said products not only are in such condition when shipped, but are so packed and shipped that there is reasonable assurance that they will be delivered to purchasers still in that condition. (1-19292, Oct. 21, 1949.)

7930. **Real Estate Booklet—Qualities, Content and Value.**—William B. Schulte, an individual, doing business under the names American Business Builders and W. B. Schulte Organization, with his place of business located in Huston, Tex., engaged in the offering for sale and sale of a booklet designated "Establishing and Operating a Real Estate and Insurance Brokerage Business," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale and distribution thereof, to cease and desist from representing directly or by implication:

(a) That study of such publication will enable anyone to operate successfully a real estate or insurance business;

(b) That the publication contains inside information or is an exhaustive or complete treatise on the operation of a real estate or insurance business;

(c) That the same or substantially the same information cannot be obtained for less than the \$2 price charged by the said William B. Schulte. (1-22043, Oct. 21, 1949.)

7931. **Drug and Spray Device—Commercializing Government Report.**—Peda Spray Co., Inc., a Washington corporation, with its principal place of business located in Pontiac, Mich., engaged in the business of offering for sale and selling a drug preparation designated "Peda Spray Solution" and a device designated "Peda Spray Dispenser," entered into an agreement, in connection with the offering for sale and selling said products, to cease and desist from using, in whole or in part, for advertising, publicity, or sales-promotion purposes any report by any bureau, department, or agency of the United States Government or by any officer, official, or employee thereof, where such use of said report is violative of any rule, regulation, or instruction by any bureau, department, or agency of the United States Government, or where such use imports or implies in any manner that said bureau, department, or agency has approved or recommended the use of the said products. (1-22462, Nov. 9, 1949.)

7932. **Motor Oils and Greases—Source.**—Thermoil Lubricants Corp., an Oklahoma corporation, with its principal office and place of business located in Elk City, Okla., engaged in the business of offering for sale and selling lubricants, greases, motor oils, and similar types of products among which is a product designated “Penn-Bee” motor oil, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

Using the word “Pennsylvania,” or the abbreviation or derivation “Penn,” or any other abbreviation or derivation of such word, alone or in conjunction with any other word, to designate or describe a product not composed entirely of oil derived from the Pennsylvania Grade oil fields: *Provided, however,* That in the case of a product composed in part of oil derived from the Pennsylvania Grade oil fields, this shall not be construed as prohibiting said corporation from stating truthfully the percentage of such oil in such product. (1-22178, Nov. 10, 1949.)

7933. **Vacuum Cleaners—Factory Rebuilt.**—Re-New Sweeper Co., a Michigan corporation, with its principal place of business located in Detroit, Mich., advertiser-vendor, engaged in offering for sale and selling in commerce rebuilt vacuum cleaners, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

By the use of the terms “factory modernized” or “factory rebuilt,” without clearly disclosing that the factory referred to is not the factory of the original manufacturer; or in any other manner that rebuilt vacuum cleaners are modernized or rebuilt at the factory of the manufacturing company. (1-21035, Nov. 18, 1949.)

7934. **Dog Food—Qualities and Composition.**—The Ubiko Milling Co., an Ohio corporation, with its principal office and place of business located in Cincinnati, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, a dry dog food designated “Life Guard Dog Food,” entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

(a) That the product will maintain or improve the health of dogs or is beneficial as a preventive of diseases in dogs without expressly limiting such claims to cases of inadequate diet;

(b) That the product will increase the functioning of a dog’s reproductive organs without expressly limiting it to those cases where sub-normal functioning is due to an inadequate diet;

(c) That the product will promote speed, drive, or endurance in

dogs without expressly limiting it to cases where lack of those conditions is due to an inadequate diet;

(d) That the product contains meat or milk. (1-19623, Nov. 18, 1949.)

7935. Correspondence Courses in Theology—College Status, Qualifications, etc.—Lighthouse Bible College, a nonprofit Illinois corporation, with its office and place of business located in Rockford, Ill., engaged in the business of offering for sale and selling, in commerce, correspondence courses in theology, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(a) Representing through use of the word "college" in its corporate name or in any other manner that its business is that of a college or other institution of higher learning.

(b) Representing that its courses are recognized courses or that they are endorsed by the churches or approved by educators;

(c) Representing that the courses represent the best factors in modern education;

(d) Representing that it is accredited by any agency which is not a standard recognized accrediting agency without clearly disclosing the true status of such agency;

(e) Representing, in any manner, that the degrees awarded by it have any standing in recognized colleges, universities, seminaries, or other institutions of higher learning;

(f) Representing that the degrees attributed to those associated in the conduct of its affairs were earned in recognized or accredited institutions. (1-22887, Nov. 18, 1949.)

7936. Embalming and Cemetery Supplies—Personnel.—Undertakers Supply Co., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., engaged in the business of offering for sale and selling in commerce, embalming and cemetery supplies, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from using the terms "research staff" and "research department," or either, or any similar term in referring to its activities or facilities at such times as it does not employ a full-time chemist who conducts tests and research in connection with the types of products sold by it. (1-22484, Nov. 21, 1949.)

7937. Baby Chicks—Government Inspected, Disease-free, etc.—Berry's Poultry Farm & Hatchery, an Iowa corporation, with its principal office and place of business located in Clarinda, Iowa, and Ralph Duff and Paul W. Frehse, engaged in the business of offering for sale and selling in commerce, baby chicks, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(a) That the baby chicks or the flocks producing the eggs from which said chicks are hatched are inspected, tested, or approved by the State of Iowa or by inspectors licensed by that State or that the business is conducted under a license granted by the State of Iowa other than a license to operate under the provisions of the hatchery law of Iowa issued following an inspection of the facilities of the hatchery for sanitation;

(b) That the baby chicks are free from pullorum. (1-22249, Nov. 21, 1949.)

7938. **Cutlery—Manufacture.**—Millers Forge Manufacturing Corp., a New York corporation, with its principal office and place of business located in New York, N. Y., and Jack Brown, Miller, Otto Wyland, and August Henkel, engaged in the business of offering for sale and selling in commerce, cutlery, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing that the cutlery is made by hand; *Provided*, That this shall not be construed as an agreement not to represent that the cutlery is individually forged, hand ground, or hand polished. (1-21940, Nov. 21, 1949.)

7939. **Photographs and Frames—Size of Business and Composition.**—Philip H. Rich and Conrad C. Voegler, copartners trading as Lavelle Studios, with their principal place of business located in the District of Columbia, engaged in the business of offering for sale and selling photographs in commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Representing, directly or inferentially, that they conduct or operate the foremost family photographic studio in the District of Columbia, or otherwise that the magnitude or prominence of their business is in excess of the true magnitude or prominence thereof;

(2) The use of the word "gold" as descriptive of or as a designation for picture frames or other products not made throughout of gold; provided that if a product is plated or filled with gold or gold alloy of a designated fineness and the word "gold" is used in connection with the description of such covering, then such word, whenever used, shall be immediately preceded in equal conspicuousness by an appropriate quality mark clearly indicating its karat fineness and shall be followed by the word "plated" or "filled," as the case may be: *And provided further*, If the gold or gold alloy covering of the product is not of such substantial thickness as properly to be designated as plating or filling, but the product is merely flashed, washed, or colored with gold, then no quality mark shall be used in connection with the description thereof and the word "gold" if used in such description shall be immediately followed in equal conspicuousness by the words "colored," "flashed," or "washed." (1-20722, Nov. 23, 1949.)

7940. **Ties—Manufacture and Composition.**—Boris M. Levin, an individual trading as Monterey Hand Loomed Mills with his principal office and place of business located in Los Angeles, Calif, engaged in the business of offering for sale and selling in commerce, ties and other merchandise, entered into an agreement, in connection with the offering for sale, sale, and distribution of such products, to cease and desist from:

(a) Using "hand" as a part of his trade name unless it is clearly and conspicuously disclosed in connection therewith that said products are not made from hand-loomed material;

(b) Representing said ties or other articles as made from hand-loomed material. (1-22536, Nov. 23, 1949.)

7941. **Rug Cleaner—Qualities, History, etc.**—Magic Foam Sales Corp., an Ohio corporation, with its principal place of business located in Cincinnati, Ohio, and Donald C. Wiggins and June W. Wiggins, as individuals and officers of said corporation, engaged in the business of offering for sale and selling a rug and upholstery cleaner designated "Magic Foam," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

(a) That the product embodies a new principle of cleaning;

(b) That the product does not remove natural oils from fabrics;

(c) That the product restores natural oils to fabrics; and that they, and each of them, will not resume the representations, either directly or by implication.

(d) That the product has any value as a mothproofing agent;

(e) That the product has any sterilizing effect. (1-22304, Nov. 23, 1949.)

7942. **Bed Board—Therapeutic Properties.**—Rest-Well Bed Board, Co., a New York corporation, also trading as Rest-Well Products, Inc., with its principal place of business located in New York, N. Y., and Frank R. Muenzen, Arthur J. Muenzen, Leo J. Muenzen, Carl C. Muenzen, Lawrence Muenzen, Wendell J. Muenzen, Leo Whitaker, Edward Daly, Ross E. Muenzen, and Kathryn T. Muenzen, engaged in the business of offering for sale and selling a bed board designated "Rest-Well Bed Board" and "Orthopedic Bed Board," entered into an agreement, in connection with the dissemination of advertising relating to those products, to cease and desist from representing directly or by implication:

(a) That said product is of any benefit for backache except where such condition is caused by or due to overly soft mattresses or sagging springs;

(b) That said product is of any benefit for fatigue, general nervous tension, inability to relax in sleep, sacroiliac pains, lumbago, or ar-

thrititis except where such conditions are aggravated by overly soft mattresses or sagging springs;

(c) That said product will make one healthy or invigorated or has any beneficial effect on the nervous or circulatory systems;

(d) That said product is of any benefit for anemia or diseases of the kidneys, ovaries, uterus, colon, or prostate;

(e) That said product is an orthopedic device, or from representing in any manner that the product will correct or prevent deformities of the human body;

(f) That said product will produce a natural sleep;

(g) That said product will enable one to have a correct or proper sleeping posture or has any beneficial effect on bodily functions. (1-21461, Nov. 28, 1949.)

7943. Photographs—Conditions, Refunds, etc.—Clinton Studios, Inc., a New Jersey corporation, with its principal place of business located in Newark, N. J., and Edward J. Davis and Ethel Davis, as officers and stockholders, engaged in the sale and distribution of photographs in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

(a) That a local studio is to be opened when no such studio is contemplated;

(b) That photographs of local children will be displayed in a local studio to be opened;

(c) That the general policy is to furnish dissatisfied customers with reprints and if the customers are dissatisfied with the reprints to make retakes and if the retakes are unsatisfactory to make refunds unless performance is in strict accordance therewith.

(d) That customers receive an oil painting of the children photographed. (1-20971, Dec. 2, 1949.)

7944. Burial Caskets—Durability.—Crane & Breed Casket Co., an Ohio corporation, with its principal office and place of business located in Cincinnati, Ohio, engaged in the business of offering for sale and selling in commerce, burial caskets designated "Ever Seal Caskets," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing that said caskets will afford permanent protection against the elements to the body therein encased: *Provided*, That this shall not be construed as an agreement not to use "Ever Seal" as a designation for the said caskets. (1-20589, Dec. 5, 1949.)

7945.¹⁰ Cough Drops—Therapeutic Properties and Indorsements.—C. A. Briggs Co., a Maine corporation, with its principal place of business located in Cambridge, Mass., engaged in the business of manufacturing

¹⁰ Supplemental.

a medicinal preparation in cough drop form now designated "Hospital Brand H-B Cough Drops," and offering for sale and selling the same under the adopted trade name "H. B. Sales Co.," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from:

(a) Representing, directly or by implication, through the use of the phrase "Stop That Cough" or otherwise, that said preparation is a remedy for coughs, or that its therapeutic value exceeds that of a soothing demulcent for allaying minor throat irritations such as those caused by excessive smoking or those which accompany coughs due to colds;

(b) Using in conjunction with the words "Hospital Brand" in the name of said preparation, the collateral statement "Compounded Like a Prescription" or the symbol "Rx," or any other representations which tend or may tend to cause or convey the belief or impression that said preparation is in general use in hospitals or has received the sanction, endorsement, or approval of hospitals.

This stipulation is supplemental to Stipulation No. 3745, approved October 22, 1943,¹¹ as amended by stipulation approved June 19, 1947.¹² (1-17290, Dec. 12, 1949.)

7946. Electric Fence Controllers—Maker.—Guaranteed Products, Inc., an Ohio corporation, with its principal office and place of business located in Wellington, Ohio, and Philip L. Bradstock, Simon S. Maier, and Howard R. Maier, officers of said corporation, engaged in the business of offering for sale and selling electric fence controllers in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from in any manner representing the manufacturer of said electric fence controllers to be other than the actual manufacturer thereof. (1-22864, Dec. 15, 1949.)

7947. Correspondence Courses in Handwriting Analysis—Qualifications, Institute, etc.—American Institute of Grapho-Analysis, Inc., a Missouri corporation, with its principal place of business located in Springfield, Mo., and Milton N. Bunker, advertiser-vendors, engaged in the business of offering for sale and selling home study courses of instruction in handwriting analysis, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or inferentially:

(1) By the use of the term "Dr." in connection with the name of the aforesaid Milton N. Bunker, or otherwise, that said individual has been accorded a doctorate or the degree or title of a doctor by an accredited university or college;

¹¹ See 37 F. T. C. 729.

¹² See 43 F. T. C. 719.

(2) By the use of the word "institute" as part of or in connection with said corporate name, or other use of the word "institute," that the business conducted by them is for the promotion of learning such as philosophy, art, or science, and has the equipment and faculty of an institute.

(3) By use of the statement "The Ceiling tuition for the Complete Course was established at \$250", or otherwise, that a ceiling price for their course of instruction has been established by a governmental agency;

(4) By statements such as "men who never before earned \$25 in an hour have done it with graphoanalysis," or otherwise, that the potential earnings of persons completing such course of instruction are in excess of the earnings which therefore have been consistently made in the ordinary and usual course of business and under normal conditions and circumstances by a substantial number of persons completing such course or courses of instruction;

(5) That they conduct or operate regional schools, unless or until they actually do conduct regional schools as represented. (1-20222, Dec. 16, 1949.)

7948. Flooring Composition—Nature, Comparative Merits and Qualities.—Lasting Products Co., a Maryland corporation, with its principal place of business located in Baltimore, Md., advertiser-vendor, engaged in offering for sale and selling in commerce, a magnesium oxychloride flooring composition under the trade name "Corkstone," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist:

(1) From the use of "Corkstone" as the name of the flooring without plainly disclosing that it is an oxychloride cement;

(2) From representing that such resilience as the flooring possesses is comparable to the resilience of cork or otherwise resembles cork;

(3) From representing that a flooring of the product is waterproof, dustfree, dustproof, yielding under foot, a nonconductor of heat or cold or won't deteriorate. (1-22750, Dec. 19, 1949.)

7949. Water Demineralizers—Qualities and Results.—Penfield Manufacturing Co., Inc., a Connecticut corporation, with its principal office and place of business located in Meriden, Conn., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, water demineralizers, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing in any manner that its water demineralizers produce water that is the chemical equivalent of distilled water or water superior thereto. (1-22942, Dec. 21, 1949.)

7950. Carbonated Beverage—Nature.—Union Bottling Co., a Tennessee corporation, with its principal place of business located in Mem-

phis, Tenn., also doing business as the Graport Co., engaged in the business of offering for sale and selling a certain carbonated beverage designated "Graport," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from using the brand name "Graport," or such terms as "grape flavor," "winey flavor," or "winey muscadine flavor," to describe or designate such product, unless it appears in connection therewith that the product is an imitation grape beverage. (1-22252, Jan. 3, 1950.)

7951. **Syrup—Material Facts.**—Penick & Ford, Ltd., Inc., a Delaware corporation, with its principal office and place of business located in New York, N. Y., engaged in the business of offering for sale and selling a food designated "Vermont Maid Syrup," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from disseminating:

Any advertisement which depicts any Vermont Maid Syrup label other than one bearing all of the pertinent data contained in the actual label affixed to the container in which the product is packed and sold. (1-22781, Jan. 3, 1950.)

7952. **Silver-Plated Holloware—Foreign Source.**—English Silver Manufacturing Corp., a New York corporation, with its principal office and place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling silver-plated holloware, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(a) Using "English" as a part of its trade name unless, in immediate conjunction with said trade name and in prominent type, clear and conspicuous disclosure is made through use of the words "Made in U. S. A.," or otherwise, that the products are made in the United States.

(b) Using any symbol which may create the impression that the products are made in England.

(c) Using as descriptive of silver-plated holloware not made in Sheffield, England, the word "Sheffield," alone or in connection with any other word or words, sign, symbol, or device to describe or designate such silver-plated holloware either by stamping or impressing the name "Sheffield" thereon or in any other manner: *Provided, however*, That the words "Sheffield" may be used in connection with the sale of silver-plated holloware not made in Sheffield, England, if it is used only in connection with the word or words "design" or "pattern" or words of similar import and meaning so as clearly to reveal that the article described is a modern copy or modern reproduction of the "design" or "pattern" of a piece of Sheffield plate manufactured

in the eighteenth century and such descriptive words are clearly qualified by the words "Made in U. S. A." or words of similar import and meaning revealing the country in which said ware has been manufactured. (1-20973, Jan. 3, 1950.)

7953. **Spot Remover—Properties.**—Renuzit Home Products Co., a Pennsylvania corporation, with its principal office and place of business located in Philadelphia, Pa., advertiser-vendor, engaged in the business offering for sale and selling in commerce a product designated "Renuzit Spot and Stain Remover," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing that the product will remove all kinds of spots. (1-21438, Jan. 4, 1950.)

7954. **Quilt Fabric Pieces—Qualities.**—Anthony Salzman, an individual trading as Union Mill Ends, with his principal office and place of business located in Monticello, N. Y., engaged in the business of offering for sale and selling, in commerce, quilt fabric pieces, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

That said quilt fabric pieces are color fast. (1-22695, Jan. 11, 1950.)

7955. **Wiring Instructions for Motors—Qualities and Results.**—Joseph F. Bent, an individual presently connected with the Sanfer Manufacturing Co., Inc., with his principal place of business located in the city of Huntington Park, Calif., formerly trading as Home Products, Inc., engaged in the business of offering for sale and selling in interstate commerce, wiring instructions for operating three-phase electric motors on single-phase power and operating single-phase electric motors on three-phase power, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or inferentially:

That by following said wiring instructions, a three-phase motor may be operated on single-phase power, unless such representation be accompanied in equal conspicuousness by a statement to the effect that a second three-phase motor must be used as a converter. (1-21998, Jan. 13 1950.)

7956. **Correspondence Course in Massage—Price.**—College of Swedish Massage, Inc., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., engaged in the business of offering for sale and selling, in commerce, a correspondence course in massage, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

That the price at which said correspondence course in massage is offered for sale and sold is a special or reduced price, for a limited

time, when such price is in fact the usual and customary price thereof. (1-22141, Jan. 16, 1950.)

7957. **Chewing Gum—Lottery Merchandising.**—Trio Gum Corp., a Pennsylvania corporation, with its principal place of business located in Philadelphia, Pa., and Edward Rosenberg and Louis Karloff, officers thereof, engaged in the manufacture, sale, and distribution of chewing gum, and sale and distribution of certain assortments consisting of a quantity of bubble gum designated "Trio Triple Gum" and a football, in interstate commerce, in competition with other corporations and with partnerships and individuals likewise engaged, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Selling or distributing chewing gum or any other commodity so packed or assembled that sales thereof to the public are made or may be made by means of a game of chance, gift enterprise, or lottery scheme;

(2) Selling or distributing any commodity or merchandise by means of a plan or method involving use of a game of chance, gift enterprise, or lottery scheme. (1-22519, Jan 23, 1950.)

7958. **"Plastic Metal" Product—Qualities. History and Manufacturing Status.**—Metalite Manufacturing Co., Inc., an Ohio corporation, with its principal place of business located in Cleveland, Ohio, and Charles Schaeffer and Ned L. Mann, officers thereof, engaged in the offering for sale, sale and distribution of a product designated "Metalite Plastic Metal," in interstate business, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(a) Representing directly or by implication that said product dries to metal hardness or hardens into metal;

(b) Representing directly or by implication that said product is new or that there is no other product like it;

(c) Using the word "manufacturing" as part of their corporate or trade name and from otherwise representing that their concern manufactures or compounds the said product. (1-21918, Jan. 27, 1950.)

7959. **Food, Drug and Cosmetic Products—Maker.**—A. W. Curtis, Jr., an individual trading as A. W. Curtis Laboratories, with his principal office and place of business located in Detroit, Mich., engaged in the business of offering for sale and selling in commerce a drug product designated "Curtis Rubbing Oil" and approximately 83 other products in the category of foods, drugs, or cosmetics, all of which he refers to as both Curtis products and as Carver products, entered into an agreement, to cease and desist disseminating any advertisement which represents through pictorial likeness of Dr. George Washington Carver, through references to the products as "Carver" products or in any other manner that any of the products is manufactured according to

a formula originated by Dr. George Washington Carver except the product now designated "Curtis Rubbing Oil" or that Dr. Carver participated in origination of the formulas of any of the other said products unless such is a fact and then only to such extent as Dr. Carver actually participated in the origination thereof.

It is understood that this shall not be construed as an agreement by A. W. Curtis, Jr., not to use his registered trade-mark (the name Dr. George Washington Carver in association with the portrait of the individual, now deceased, together with the name Curtis): *Provided*, That said registered trade-mark is used solely as a trade-mark and is followed by the words "trade-mark." (1-19775, Jan. 27, 1950.)

7960. Candy—Selling for Lottery Merchandising.—James O. Welch Co., a Massachusetts corporation, with its principal place of business located in Cambridge, Mass., and James O. Welch, Robert H. W. Welch, Jr., and Lucy M. Byron, individually and as officers of said corporation, engaged in the manufacture and sale of candy bars and caramel suckers, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Selling any candy or other merchandise so packed and assembled that sales of such merchandise to the public are to be made, or due to the manner in which such merchandise is packed and assembled at the time it is sold by respondents, may be made by means of a game of chance, gift enterprise or lottery scheme;

(2) Selling or distributing any candy or other merchandise through the use of any sales promotion scheme involving a game of chance, gift enterprise or lottery scheme;

(3) Selling or otherwise disposing of any candy or other merchandise by means of a game of chance, gift enterprise or lottery scheme. (1-22389, Feb. 3, 1950.)

7961. Motor Fuel Additive—Economizing Properties.—Raymond C. Brin, Herbert D. Brin, Samuel E. Brin, and E. Garonzik, copartners doing business under the trade name of Hydrotex Industries, with their principal place of business located in Dallas, Tex., advertiser-vendors, engaged in the business of offering for sale and selling a motor fuel additive designated "Essentialube," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication that said product reduces fuel consumption in either gasoline or Diesel engines. (1-22343, Feb. 3, 1950.)

7962. Costume Jewelry—Nature and Composition.—A. C. Becken Co., an Illinois corporation, with its principal place of business located in Chicago, Ill., advertiser-vendor, engaged in the wholesale and retail jewelry business, offering for sale and selling a wide variety of items including costume jewelry in interstate commerce, entered into an

agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from using the word "stone" as descriptive of such insets unless it is clearly disclosed that the insets are simulated or imitations. (1-22122, Feb. 6, 1950.)

7963. Insecticide—Effectiveness, Safety and Relevant Facts.—Gaston George Johnston, an individual trading as Gaston Johnston Co., with his principal office and place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, an insecticide designated "No Roach," an economic poison entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

(a) That the product affects a 100-percent kill of roaches or that its use results in their complete elimination or roach free premises;

(b) That the product has a residual effectiveness for any definite number of months;

(c) That the product is nonpoisonous, safe, or harmless;

(d) That insecticide exterminators do not buy the product because of its effectiveness. (1-22821, Feb. 8, 1950.)

7964. Vitamin Preparation—Therapeutic Properties.—The Chattanooga Medicine Co., a Tennessee corporation, with its principal office and place of business located in Chattanooga, Tenn., engaged in the business of offering for sale and selling a vitamin and iron preparation designated "Zyrone," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or impliedly:

(a) That said preparation is effective in the treatment of any mineral deficiency symptoms other than those due to an iron deficiency; or

(b) That Zyrone is effective in the treatment of any vitamin deficiency symptoms other than those due to a deficiency of vitamin B₁. (1-21415, February 6, 1950.)

7965. Animal Feed Supplement—Therapeutic and Nutritional Qualities.—Yeastex Co., an Iowa corporation, with its principal offices and places of business located in Waterloo, Iowa, and Monticello, Iowa, advertiser-vendor, engaged in the business of offering for sale and selling products designated "Yeastex" and "Yeastex-G," entered into an agreement, in connection with the dissemination of advertising relating to those products, to cease and desist from representing, directly or by implication:

(a) That Yeastex is of any significant value from a therapeutic or a dietary standpoint when used in connection with the feeding of poultry, livestock, or other animals;

(b) That Yeastex contains vitamin A or any other ingredient not therein contained or that the amount of any ingredient of which it is composed is other than the actual amount thereof;

(c) That Yeastex-G is of any significant value from a therapeutic or a dietary standpoint when used in connection with the feeding of poultry, livestock, or other animals, without expressly limiting its value to that of a riboflavin supplement. (1-18692, Feb. 15, 1950.)

7966. **Traveling Bags—Non-Disclosure of Composition.**—George Goldberg, an individual trading as Artgold Leather Goods Manufacturing Co., with his place of business located in Boston, Mass., advertiser-vendor, engaged in the business of offering for sale and selling men's traveling bags, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist:

(a) From failing to reveal clearly in the advertising of such products and in a stamp, tag, or other label affixed to such products that the leather is split or cut from the underside of the hide and is not top grain leather, as for example: "Split Cowhide."

and, in connection with the offering for sale, sale, and distribution of men's traveling bags or other products made of or containing leather which is backed with fabric, or with any material other than leather, or with split leather, said individual will forthwith cease and desist:

(b) From failing to reveal clearly in the advertising of such products and in a stamp, tag or other label affixed to such products that the leather is backed with fabrics, or with certain designated material other than leather, or with split leather of a certain kind, as the case may be. (1-22684, Feb. 15, 1950.)

7967. **Hair Preparation—Therapeutic Properties and Unique Nature.**—Locke Chemical Co., a Maryland corporation, with its principal office and place of business located in Baltimore, Md., advertiser-vendor, engaged in the business of offering for sale and selling a product designated "308 Hair Preparation," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

(a) That the product is a cure or a remedy for dry, scaly, itchy, or oily scalp, or dandruff or any other scalp condition;

(b) That the product does what no other product can do;

(c) That the product is a cure or a remedy for falling hair or that it will prevent that condition. (1-23246, Feb. 16, 1950.)

7968. **Automotive Repair Product—Nature.**—Hobb Swetnam Co., Inc., a Texas corporation with its principal place of business located in Wichita Falls, Tex., and Shafter C. McAdams, Sr., Shafter C. McAdams, Jr., and William J. McAdams, officers thereof, engaged in the business of offering for sale, selling, and distributing a number of automotive products including two products designated "Block-Weld Liquid" and "Liquid Radiator Solder," in interstate commerce, entered into an agreement, in connection with the offering for sale,

sale, and distribution of their product now designated "Block-Weld Liquid," to cease and desist from:

(a) Representing through the use of the word "weld" as a part of the brand name of such product, or otherwise, that the product welds metal, and from representing directly or by implication that such product will permanently seal a leak, crack, or crevice in metal;

and, in connection with the offering for sale, sale, and distribution of their product now designated "Liquid Radiator Solder," or any other product of the same or substantially the same composition they, and each of them, will forthwith cease and desist from:

(b) Using the word "solder" as a part of the brand name of such product unless accompanied by a clear disclosure that the product is nonmetallic. (1-22383, Feb. 24, 1950.)

7969. Jewelry—Composition and Quality.—W & H Jewelry Co., Inc., a Rhode Island corporation, with its principal office and place of business located in Providence, R. I., engaged in the business of offering for sale and selling, in commerce, jewelry, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or impliedly:

(a) That any of said jewelry contains any specified percentage or proportion of gold in the metal alloy portion thereof, in excess of the percentage or proportion of gold actually contained in the finished article; or

(b) That any article of said jewelry is "Sterling" silver unless the metal alloy portion thereof contains at least 925 parts of silver per thousand. (1-20711, Feb. 24, 1950.)

7970. Medicinal Preparation—Therapeutic Properties.—William T. Brennan, an individual with his principal place of business located in Beckley, W. Va., doing business under the trade name of the Miner's Medicine Co., engaged in offering for sale and selling a medicinal preparation designated "Miner's Friend," also doing business as Ortona Medicine Co., for a period of time during the years 1944 and 1945, he engaged in offering for sale and sold the same preparation under the brand name "Ortona," and doing business as Cam-Lac Medicine Co. during a portion of the year 1947, he engaged in offering for sale and sold the same preparation under the brand name "Cam-Lac," entered into an agreement, in connection with the dissemination of advertising relating to those products, to cease and desist from representing, directly or by implication:

(a) That such preparation is of value in the treatment of aches, stiffness, flatulence, heartburn, biliousness, poor appetite, upset stomach, poor digestion, nervousness, dizziness, or poor complexion;

(b) That such preparation will prevent a cold or be helpful in the treatment of colds;

(c) That such preparation is a cure or remedy for constipation; or that it affords relief for constipation in excess of that which a laxative affords to a temporarily constipated condition. (1-21687, Feb. 27, 1950.)

7971. **Clothing—Foreign Source.**—S. Weitz & Co., Inc., an Ohio corporation, with its principal office and place of business located in Cleveland, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling, in commerce, men's and women's clothing, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

Using on labels attached to clothing manufactured in the United States the terms "Tweedshire," "British Styled," "St. Patrick's Tweed," "Loomed from imported English Wool," or "Made in Ireland," unless it is clearly disclosed thereon that such terms apply to the fabrics only, and that the garments are made in the United States. (1-23075, Mar. 1, 1950.)

7972. **Quilt Pieces—Qualities, Weight, Limited Offer and Value.**—Sigmund Lobel, an individual trading as the Quilt Lady and House of Goddard, with his principal office and place of business located in Chicago, Ill., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, among other items, bundles of quilt pieces, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(a) That any of the quilt pieces contained in the bundles are color-fast, when they do not possess that quality.

(b) That the weight of the quilt pieces contained in any of the bundles is 3 pounds, when such is not a fact or that the weight thereof is any amount other than the actual weight thereof.

(c) That an offer is for any period of time other than the actual time thereof.

(d) That the value of the scissors is any amount other than their actual regular price. (1-22773, Mar. 1, 1950.)

7973. **Men's Hats—Quality and Old as New.**—Joseph Fishlin and Harry Fishlin, copartners doing business under the trade name of Marda Hat Co., with their place of business located in New York, N. Y., engaged in the business of finishing men's hats and offering for sale, selling, and distributing them in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution of men's hats having bodies which are "seconds," as this term is understood in the trade:

(a) They will forthwith cease and desist from representing directly or by implication through the use of the phrases "finest quality obtainable in Danbury" and "custom-made," and otherwise, that such hats are first-grade or high-quality hats; and

(b) They will clearly disclose in all advertisements and advertising material relating to such hats and by conspicuous stamping, marking, or labeling of the hats, the fact that the bodies of the hats are "seconds." (1-22974, Mar. 10, 1950.)

7974. Macaroni Products.—Composition, Qualities, Relevant Facts, etc.—Buitoni Macaroni, Inc., a New York corporation, with its principal offices in New York, N. Y., and with manufacturing plants located in New Jersey and New York, prior to January 1, 1947, and for more than 1 year prior thereto, engaged in the business of offering for sale and selling various food products, including designated "Buitoni 20% Gluten Macaroni," "Buitoni Gluten Spaghetti," and "Buitoni Gluten Pastina," entered into an agreement, in connection with the dissemination of advertising relating to those products, to cease and desist from:

(a) The use of the word "gluten" or any other word or term of similar meaning in any manner which connotes directly or inferentially that said products are made wholly of gluten or wholly of gluten flour;

(b) Representing that said products are nonfattening or that said products are incapable of adding excess body weight;

(c) Representing directly or impliedly that said products will destroy fat or fat in the cells;

(d) Representing directly or impliedly that said products do not contain starch or carbohydrates;

(e) Representing that, due to the small size of its pastina, the assimilation thereof is quick and perfect; or otherwise representing directly or impliedly that the size of its products affects the assimilation thereof;

(f) The use of the term "vegetable meat" as a designation for or descriptive of said products;

(g) Representing that the said products when cooked contain more protein than meat or that the proteins in said products are identical to or the equivalent of meat proteins or that the said products are more nutritious than meat;

(h) Representing directly or by implication that no other macaroni, spaghetti, or pastina product contains vitamin B₁ or iron;

(i) Representing directly or by implication that said products are a perfect food or perfectly balanced foods;

(j) Representing directly or by implication that said products are of any therapeutic value in the treatment of any ailment or disease;

(k) Representing directly or by implication that said products possess antiketogenic properties;

(l) Representing directly or by implication that starch fatigues the digestive organs. (1-19042, Mar. 1, 1950.)

7975. Drug Preparation—Therapeutic Properties.—J. C. Eno, Inc., a New York corporation, with its principal office and place of business located at Bloomfield, N. Y., engaged in the business of offering for sale and selling a drug preparation designated “Eno Effervescent Salt,” entered into an agreement, in connection with the disseminating of advertising relating to that product, to cease and desist from representing directly or by implication:

(a) That the product has any therapeutic efficacy in the treatment of constipation or gastric hyperacidity in excess of that relief which a laxative affords to a temporarily constipated condition or that relief which an antacid affords to a temporary hyperacid condition;

(b) That the product will enable one to keep cool or that it will have a refrigerant effect on the body. (1-22972, Mar. 15, 1950.)

7976. Radiator Repair Compound—Qualities, Composition, and Approval.—Roscoe C. Meneray, an individual trading as Radiator Seal Co., with his place of business located in Council Bluffs, Iowa, engaged in offering for sale and selling in commerce, a radiator and motor-repair compound designated as “R-C Radiator and Motor Block Repair,” entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(a) That said product will repair leaks in radiators and motor blocks of automobiles, trucks, tractors, low-pressure boilers, and motors having aluminum heads, without specifically limiting such representations to small and minor leaks;

(b) That said product will repair leaks in high-pressure boilers;

(c) That said product contains a cleaner, and that it cleans radiators, motor blocks, and water pumps of automobiles, trucks, and tractors;

(d) That said product contains a lubricant and that it will lubricate water pumps of automobiles, trucks, or tractors;

(e) That said product stops squeaking in the water pumps of automobiles, trucks, or tractors;

(f) That said product contains an antirust solution which prevents and removes rusting in and from radiators, motor blocks, and water pumps of automobiles, trucks, or tractors, and that said product is rustproof;

(g) That said product softens water;

(h) That said product has a high metallic content;

(i) That said product is approved or tested and approved unless said product has been so approved or tested by a presently existent laboratory of recognized standing in testing automotive parts, equipment, or accessories, or by a presently existent automobile club. (1-22397, Mar. 15, 1950.)

7977. **Diamonds and Watches—Guarantees, Standards Conformance, Qualities, etc.**—Weisfield's, Inc., a Delaware corporation, with its principal office and place of business located in Seattle, Wash., engaged in the business of offering for sale and selling, in commerce, diamonds and watches, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or impliedly:

(a) That Weisfield's, Inc., guarantees the perfection of any diamonds unless such representation is expressly limited to the specific diamonds included in said guarantee;

(b) That any of its diamonds meet or surpass any alleged requirements or standards of the Federal Trade Commission;

(c) That it is the only vendor of diamonds which gives purchasers a written guarantee;

(d) That its watches are shockproof;

(e) That its watches are waterproof, without clearly explaining that their continued imperviousness to water is dependent on special expert care in connection with repairs. (1-21793, Mar. 20, 1950.)

7978. **Rings—Source and Quality.**—E. A. Wiedlund, an individual trading as Vogue Manufacturing Co. of California and Vogue Manufacturing Co., with his principal office and place of business located in Los Angeles, Calif., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, novelty jewelry, including rings, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(a) That the rings or their insets are produced in California or any other place other than that where they are actually produced;

(b) That the insets of the rings are reproductions of genuine diamonds or that they are anything more than simulations thereof;

(c) That only an expert can tell the difference between the insets of the rings and genuine diamonds;

(d) That the insets of the rings meet any of the tests for genuine diamonds. (1-22760, Mar. 20, 1950.)

7979. **Raincoats—Misbranding Wool Products.**—The Mansbrooke Rainwear Co., a Massachusetts corporation, with its principal place of business located in Needham Heights, Mass., in offering for sale and selling in commerce certain raincoats which were not tagged or labeled in accordance with the Wool Products Labeling Act of 1939, entered into an agreement, in connection with such offering for sale and selling, to cease and desist, or continue to cease and desist from failing to affix to such wool products a stamp, tag, label, or other means of identification, or a substitute in lieu thereof, as provided by said act, showing (a) the percentage of the total fiber weight of the wool product,

exclusive of ornamentation not exceeding 5 per centum of said total fiber weight, of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said per centum by weight of such fiber was (5) per centum or more, and (5) the aggregate of all other fibers; (b) the maximum percentage of the total weight of the wool product of nonfibrous loading, filling, or adulterating matter; (c) the percentages in words and figures plainly legible by weight of the wool contents of such wool products where said wool product contains a fiber other than wool; (d) the name of the manufacturer of the wool product, or the manufacturer's registered identification number and the name of a seller or reseller of the product as provided for in the Rules and Regulation promulgated under such act, or the name of one or more persons subject to section 3 of said act with respect to such wool product;

The Mansbrooke Rainwear Co. further stipulated and agreed that it will hereafter fully comply with the provisions of the Wool Products Labeling Act of 1939 and the rules and regulations promulgated pursuant thereto. (1-23242, Mar. 20, 1950.)

7980.¹³ Liniment — Therapeutic Properties.—International Laboratories, Inc., a New York corporation, with its principal office and place of business located in Rochester, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling a liniment designated "Moone's Emerald Oil," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

(a) That Moone's Emerald Oil has any therapeutic value in the relief or treatment of eczema rashes, pimples, ivy poisoning, or other skin irritations in excess of that afforded by the alleviation of, or relief from, the symptom of itching;

(b) That this preparation will promote healing;

(c) That this liniment is an adequate treatment for aching, burning feet or that it has any therapeutic value in excess of its counterirritant action in alleviating or relieving the discomfort of tired, aching, burning feet, or that it will overcome foot odors; or,

(d) By the use of the words "Stop that Itching," or otherwise, that "Moone's Emerald Oil" will be of benefit in the treatment or cure of a disease or condition causing the symptom of itching, or that it has any therapeutic value in excess of that resulting from the alleviation or relief of the symptom of itching.

It is further agreed that Stipulation No. 01406, executed by the said International Laboratories, Inc., and accepted by the Federal Trade Commission on May 26, 1936,¹⁴ is to remain in full force and

¹³ Supplemental.

¹⁴ See 22 F. T. C. 1095.

effect, and that the terms and agreements therein are not to be considered modified or altered in any way by this supplemental stipulation. (1-9441, Mar. 29, 1950.)

7981. **Perfumes—Foreign Source.**—Rolley, Inc., a California corporation, and Charles A. Rolley, whose principal place of business is in San Francisco, Calif., advertiser-vendors, engaged in the business of offering for sale and selling perfumes and other cosmetic preparations, entered into an agreement, in connection with the dissemination of advertising relating to those products, to cease and desist from:

(1) Representing, directly or through inference, that said perfumes or other toilet preparations are manufactured or compounded from flowers, scents, oils, or other ingredients from the Territory of Hawaii; or that said perfumes or toilet preparations originate in the Territory of Hawaii or are made and manufactured in the United States from ingredients imported from Hawaii;

(2) Using the word Hawaiian or any other word indicative of Hawaii as a brand or trade name for perfumes or other toilet preparations manufactured or compounded in the United States, or in any other manner representing that perfumes or other toilet preparations so compounded are made or compounded in Hawaii.

(3) Using the terms "Pikaki" or any other Hawaiian word or term as brand or trade names to in any way designate, describe, or refer to perfumes or other toilet preparations made or compounded in the United States, without clearly and conspicuously stating in immediate connection and conjunction therewith that such products are made or compounded in the United States. (1-21027, Mar. 31, 1950.)

7982. **Electric Water Heater—Qualities.**—Richard F. Kneisley and Florence H. Kneisley, copartners trading as the Kneisley Electric Co. with their general office and principal place of business located in Toledo, Ohio, engaged in the business of offering for sale and selling in commerce an electric immersion type water heater designated "Shokless Portable Electric Water Heater," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

Exaggerating the speed within which said device will provide hot or boiling water. (1-22952, Apr. 7, 1950.)

7983. **Brooches—Quality.**—William Regelman and Elizabeth Regelman, copartners trading as Atlantic Jewelry Co., with their principal office and place of business located in Providence, R. I., advertiser-vendors, engaged in the business of offering for sale and selling in commerce, brooches and other costume jewelry, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(a) Stamping, branding, labeling, or otherwise marking any brooch as covered with a gold alloy of a designated or certain fineness, unless

such gold alloy covering is in fact of the fineness indicated subject to a tolerance of not to exceed one-half of 1 karat;

(b) Using any figure or designation, such as " $\frac{1}{20}$," to indicate the proportion of gold alloy covering in relation to the total weight of any brooch, unless such gold alloy covering is of the relative weight indicated, subject to a tolerance of not to exceed 10 percent;

(c) Using the words "gold filled," or the letters "G. F." as descriptive of any brooch of which the gold alloy does not amount to at least $\frac{1}{20}$ of the total weight of the product. (1-21612, Apr. 10, 1950.)

7984. **Television Sets—Tube Capacity.**—Mattison Television & Radio Corp., a New York corporation, with its principal office and place of business located in New York, N. Y., engaged in offering for sale and selling in commerce, television receiving sets, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing:

That any television receiving set contains a designated number of tubes or is of a designated tube capacity, when one or more of the tubes referred to are devices which do not perform the recognized and customary functions of television receiving set tubes in the detection, amplification, and reception of television signals. (1-23229, Apr. 10, 1950.)

7985. **Watches—Qualities, Prices, etc.**—Jules Livingston, an individual trading as Maryland Distributors and as Maryland Distributing Co., with his principal place of business located in Baltimore, Md., advertiser-vendor, engaged in offering for sale and selling in commerce, watches, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

- (1) That his watches are shockproof or shock protected;
- (2) That his watches are waterproof, moistureproof or water repellent;
- (3) That his watches are "super accurate" or contain precision movements;
- (4) That any price or value which is in fact fictitious and in excess of the price at which said watches were customarily or regularly offered for sale and sold in the normal and usual course of business is the original or former price or value of his watches;
- (5) That the established or regular retail selling prices at which his watches are offered for sale and sold are wholesale prices;
- (6) That his watches are postwar surplus.

Jules Livingston further agreed that he will cease and desist from giving fictitious reasons for the prices at which his watches are offered for sale and sold. (1-22388, Apr. 10, 1950.)

7986. **Hair Cosmetic—Qualities.**—Jasper L. Nelson, an individual trading as Nelson's Cosmetics, with his principal place of business

located in New York, N. Y., advertiser-vendor, engaged in selling a cosmetic preparation designated as "Bernel's Hair Cream," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing, directly or by implication, that such preparation or the use thereof:

- (1) Will cause hair to grow longer and thicker;
- (2) Is of any value in correcting falling hair;
- (3) Will bring about or assure a healthy scalp. (1-22486, Apr. 26, 1950.)

7987. **Hair Preparation—Qualities.**—Lillie Miller, an individual trading in her own name, with her place of business located in Xenia, Ohio, advertiser-vendor, engaged in the business of offering for sale and selling a preparation for the hair designated "Matilda's Grow-Quick Hair Grower," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist:

- (a) From using as or in the brand name of such preparation the words "grow-quick," "hair growers," or any other words or words of similar import, and from otherwise representing directly or by implication that such preparation is effective in the growing of hair;
- (b) From representing directly or by implication that such product will prevent falling hair or will have any effect in the treatment of dandruff.

Lillie Miller further agreed that she will not publish or cause to be published any testimonial contrary to the foregoing agreement. (1-22490, Apr. 26, 1950.)

7988.¹⁵ **Drug Preparations—Therapeutic Properties.**—Dr. Leonhardt Co., a New York corporation, with its principal place of business located in Buffalo, N. Y., engaged in the business of selling and distributing two drug preparations designated "Hen-Roib" and "Len-Oint" and a third commodity designated "Hen-Roib Combination Treatment," which is merely a package containing the two items, "Hen-Roib" and "Len-Oint," entered into an agreement that it will continue to desist from the dissemination of advertiseing relating to those products which represents directly or by implication:

- (a) That alone or in combination Hen-Roib and Len-Oint cure piles;
- (b) That Hen-Roib has therapeutic value in the treatment of piles; and
- (c) That Len-Oint has any effect in the treatment of piles beyond providing temporary relief of such discomfort as itching, burning, pain, and soreness.

It is further agreed that this substitute stipulation cancels and supersedes Stipulation No. 02080 tendered by Dr. Leonhardt Co. and

approved by the Federal Trade Commission on March 22, 1938.¹⁶ (1-12155, Apr. 26, 1950.)

7989. **Medicinal Preparation—Qualities, Relevant Facts, etc.**—Benson Laboratories, Inc., a Pennsylvania corporation, with its principal place of business located in Pittsburgh, Pa., and Palmer S. Chambers, Sr., and Palmer S. Chambers, Jr., individuals and officers and directors of said corporation, engaged in offering for sale and selling in commerce, a medicinal preparation designated "Formula A-N-1," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

(a) That the preparation prevents or cures colds, or is effective for the relief of minor throat irritations due to colds;

(b) That absenteeism of employees caused by colds is reduced 80 percent or any other stated percentage through the use of the preparation;

(c) That the preparation is sold only to corporations when in fact sales are sometimes made to individuals and individual proprietorships. (1-18818, Apr. 26, 1950.)

7990. **Electric Water Heater—Qualities and Safety.**—The Zevex Corp., an Illinois corporation, with its principal place of business located in Chicago, Ill., an advertiser-vendor, engaged in the business of offering for sale and selling in commerce, an electric water-heating device designated as "the Boil-Quik Water Heater," which device consists of an electrical element with a nondetachable cord; in use, the heating portion of said device is immersed in a vessel of water and the nondetachable cord, which consists of heavily insulated wires, is connected to a conventional electrical outlet. Said corporation entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Exaggerating the speed within which said device will provide plenty of hot or boiling water;

(2) Distributing or selling said device unless the word "caution" or "warning" together with adequate directions for safe use of the device is firmly affixed thereto in a lasting manner plainly informing the user that failure to carefully follow directions may result in dangerous electric shock. (1-22928, Apr. 26, 1950.)

7991. **Diamonds—Dealer as Producer and Importer and Competitive Products.**—Hans C. Kionka, an individual trading as Kimberley Diamond Cutting Works, with his place of business located in New York, N. Y., and Albert Levy and Anna Z. Kionka, copartners, trading as H. C. Kionka & Co., with their place of business located in New York, N. Y., engaged in selling diamonds in commerce, entered into an

¹⁶ See 26 F. T. C. 1453.

agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

(1) That they are cutters of diamonds or have a diamond-cutting works;

(2) That they are importers of diamonds;

(3) That the diamonds they sell as imperfect are regularly sold by competitors as perfect. (1-20904, Apr. 26, 1950.)

7992. Carburetor Device—Qualities and Manufacturing Status.—A. Fred Blakeslee, an individual with his place of business located in Wilkes-Barre, Pa., heretofore trading as Grosz Carburetor Co., advertiser-vendor, engaged in the business of offering for sale and selling in commerce a device for use in automobile carburetors designated as the "Grosz Air Feed Valve," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication, that said device or the use thereof will:

(1) Cause engines to start instantly;

(2) Almost eliminate carbon, sludge, or gum from engines;

(3) Increase gasoline mileage or effect a saving in gasoline;

(4) Result in better engine pick-up or increased engine power;

(5) Eliminate engine bucking and sputtering or the necessity for choking the carburetor;

(6) Decrease the oil consumption of an engine;

(7) Result in smoother engine performance;

(8) Result in higher motor or engine efficiency;

(9) Cause a perfect air-gas mixture;

(10) Result in increased vacuum pressure; or

(11) Result in better vaporization of gasoline.

A. Fred Blakeslee further agreed that he will cease and desist from representing that he is the manufacturer of such device. (1-21119, Apr. 26, 1950.)

7993. Carburetor Device—Qualities and Manufacturing Status.—Stanley J. Petroski and John Moran, copartners trading as King Pin Air Feed Valve Co., with their principal place of business located in Wilkes-Barre, Pa., advertiser-vendors, engaged in the business of offering for sale and selling in commerce a device for use in automobile carburetors designated as the "King Pin Air Feed Valve," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication, that said device or the use thereof will:

(1) Cause engines or motors to start instantly;

(2) Eliminate carbon, sludge, or gum from engines;

(3) Increase the mileage per gallon of gasoline or effect a saving in gasoline;

- (4) Result in smoother engine performance;
- (5) Result in faster engine pick-up or increase the power of an engine;
- (6) Decrease the oil consumption of an engine;
- (7) Eliminate engine bucking or sputtering or the necessity for choking the carburetor;
- (8) Provide a more perfect gas-air mixture for an engine.

Stanley J. Petroski, in connection with the offering for sale and sale of said device as aforesaid, further agreed that he will continue to cease and desist from representing that he is the manufacturer of said device. (1-21119, Apr. 26, 1950.)

7994. Carburetor Device—Qualities.—Bernard Wallace Coates, an individual trading as General Merchandising Co., with his principal place of business located in Dorchester, Mass., advertiser-vendor, engaged in the business of offering for sale and selling in commerce a device for use in automobile carburetors designated as the "Magic Motor Tune-Up," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication, that said device or the use thereof will:

- (1) Cause engines to start easier or quicker;
- (2) Increase gasoline mileage or effect a saving in gasoline;
- (3) Result in better vaporization of gasoline;
- (4) Increase engine power;
- (5) Result in smoother engine performance;
- (6) Reduce the formation of carbon in an engine;
- (7) Result in higher motor or engine efficiency. (1-21119, Apr. 26, 1950.)

7995. Cigarettes—Qualities and Competitive Products.—Leighton Tobacco Co., Inc., a New York corporation, with its principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling a tobacco product known as Phantom cigarettes, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

- (a) That whether they are dry or moist Phantom cigarettes cause no irritation of any kind and their smoking quality remains uniform;
- (b) That such cigarettes never become stale;
- (c) That the act of smoking a Phantom cigarette which has become dry restores its freshness; and
- (d) That the addition of chemicals or humectants to other cigarettes increases the irritating effect of the smoke. (1-22839, May 2, 1950.)

7996. **Liquid Petroleum Gas—Government Approval.**—Delaney's Inc., an Alabama corporation, with its principal office and place of business located in Mobile, Ala., and Edgar E. Delaney, president and principal stockholder of Delaney's Inc., engaged in the business of offering for sale and selling liquid petroleum gas, in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing:

That this liquid petroleum gas is either inspected or approved by the United States Government. (1-22934, May 4, 1950.)

7997. **Drug Preparation—Therapeutic Properties.**—Frank J. Dawson, Donald W. Dawson, and Constance Dawson were copartners trading as the Converse Co. for several years prior to January 1, 1950, and they were engaged in the business of offering for sale and selling a drug preparation designated "Converse Compound." On January 1, 1950, that partnership was dissolved and the business has since been conducted as a copartnership by Donald W. Dawson and Nathan Dawson, under the same name. Prior to and discontinued with the dissolution of their partnership, Frank J. Dawson, Donald W. Dawson, and Constance Dawson disseminated certain advertising. Subsequently the same advertising was disseminated by Donald W. Dawson and Nathan Dawson, copartners trading as the Converse Co. With respect thereto, Frank J. Dawson and Constance Dawson agreed to continue to cease and desist from, and Donald W. Dawson and Nathan Dawson agreed to cease and desist from representing directly or by implication that the product has a beneficial effect on any type of epilepsy or nervous disorder associated therewith other than any tendency which it may have to diminish the severity and the frequency of the convulsive seizures of the grand mal type of epilepsy or to temporarily allay nervousness associated with the grand mal type or to promote sleep. (1-22793, May 1, 1950.)

7998. **Electric Water Heater—Properties and Safety.**—Nu-Way Corp., a Michigan corporation, with its principal place of business located in Grand Rapids, Mich., and Forrest Laug and Louis Laug, officers of said corporation, and as individuals, engaged in the business of offering for sale and selling in commerce a portable electric immersion type water heating device designated as "Hy-Speed Electric Water Heater," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Exaggerating the speed within which said device will provide hot or boiling water;

(2) Distributing or selling said devices unless the word "caution" or "warning" together with adequate directions for safe use of the device is firmly affixed thereto in a lasting manner informing the user

that failure to follow instructions may result in dangerous electric shock. (1-22951, May 1, 1950.)

7999. **Electric Water Heater—Properties and Safety.**—Horace G. Galloway and Gervis J. Galloway, copartners trading as G L Electric Co. and also as Bendik Sales Co. with their principal offices and places of business located in Detroit, Mich., engaged in the business of offering for sale and selling, in commerce, an immersion electrode type heating appliance in which the heating element is in direct contact with the water or liquid, said device being designated “Flasheat,” in interstate commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

- (a) That the use of this device is the cheapest way to heat water; or
- (b) That the use of this device will produce hot water in less time than is actually required, the volume of water to be heated and other conditions being specified.

Horace G. Galloway and Gervis J. Galloway, and each of them, further agreed to cease and desist from representing that this device is safe to use; and agreed further to cease and desist from distributing or selling said device unless the word “caution” or “warning,” together with adequate directions for safe use of the device, are indelibly impressed, imprinted, or affixed thereon, informing the user that unless the directions for use are strictly followed dangerous electric shock may result: *Provided, however*, That the word “caution” or “warning,” whichever is used, may be accompanied by reference to adequate directions for safe use separately but securely attached to the device and which inform the user that unless such directions are strictly followed dangerous electric shock may result. (1-21972, May 1, 1950.)

8000. **Petroleum Products—Dealer as Refiner.**—International Refining Co., a New Jersey corporation, with its principal place of business located at Ramsey, N. J., and John H. Westall, Jean Westall, and A. Edward Major, officers of said corporation, engaged in the business of offering for sale and selling petroleum products in interstate commerce, entered into an agreement, in connection with the sale and offering for sale thereof, to cease and desist from the use of the word “refining” or other word or term of like meaning as part of the trade or corporate name of said corporation, or in any manner which connotes that the said corporation owns, operates or directly controls a refinery where its products are distilled and refined from crude oil. (1-23209, May 12, 1950.)

8001. **Hair Preparation—Properties.**—Sapho Chemical Co., a North Carolina corporation with its principal office and place of business located in Winston-Salem, N. C., engaged in the business of offering for sale and selling a hair preparation designated “Sapho,” entered

into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

- (a) That the product has a beneficial effect on falling hair;
- (b) That the product has a beneficial effect on itching scalp or dandruff other than such tendency as it may have to temporarily relieve scalp itch accompanying dandruff and such tendency as it may have to facilitate the removal of loose dandruff scales; or
- (c) That the product promotes hair growth. (1-22823, May 12, 1950.)

8002. **Phonograph Needles—Durability.**—Jensen Industries, Inc., an Illinois corporation with its principal place of business located in Chicago, Ill., advertising-vendor, engaged in the business of offering for sale and selling phonograph needles in commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

Representing that its sapphire tipped phonograph needles will play 10,000 times or that its metal tipped needles will play up to 5,000 times, or that said needles will give any other stated number of plays, without plainly indicating that such needles may chip, break, or wear, which will cause sound distortion and result in improper tone fidelity. (1-19870, May 12, 1950.)

8003. **Phonograph Needles—Nature and Durability.**—Bonot Co., a Connecticut corporation with its principal place of business located in Stamford, Conn., advertiser-vendor, engaged in the business of offering for sale and selling phonograph needles in commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Designating synthetic ruby tipped phonograph needles as "Ruby" or designating synthetic sapphire tipped phonograph needles as "Sapphire" without plainly describing them as synthetic ruby or synthetic sapphire, as the case may be;

(2) Representing that its synthetic, ruby-tipped needles will give up to 25,000 plays, that its synthetic-sapphire-tipped needles will give up to 10,000 plays, or that its alloy-tipped needles will give up to 5,000 plays, or that said needles will give any other stated number of plays, without plainly indicating that such needles may chip, break, or wear, which will cause sound distortion and result in improper tone fidelity. (1-21413, May 12, 1950.)

8004. **Varnish—Qualities and History.**—David Knopping and Sidney G. Goode, trading as Plastex Co., with their principal place of business located in Cambridge, Mass., advertiser-vendor, engaged in offering for sale, and selling, in commerce, a varnish designated "Plastex," entered into an agreement, in connection with the offering for sale, sale,

and distribution thereof, to cease and desist from representing, directly or by implication:

(a) That the said product is not affected by cold water or by alcohol, or that it is nonskid or slipproof, or that it will not chip or crack;

(b) That this product is a new laboratory discovery. (1-20145, May 15, 1950.)

8005. **Phonograph Needles—Durability.**—Columbia Records, Inc., a New York corporation with business offices located in Bridgeport, Conn., advertiser-vendor, engaged in the business of offering for sale and selling phonograph needles in commerce, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

Representing that its sapphire tipped phonograph needles will give up to 10,000 plays or any other stated number of plays, without plainly indicating that such needles may chip, break, or wear which will cause sound distortion and result in improper tone fidelity. (1-23048, May 19, 1950.)

8006. **Jewelry—Nature and Quality.**—House of Jordan, Inc., a Connecticut corporation with its principal place of business located in New York, N. Y., and Robert M. Jordan, Ruth Mildred Jordan, George Reid, and Earl L. Morrow, individually and as officers of the corporation, engaged in the jewelry business, in interstate commerce, entered into an agreement in connection with the offering for sale, sale, and distribution, to cease and desist from:

(a) Using the word “pearls” or any other word or term of like meaning to designate, describe, or refer to products which are not pearls, or in any manner to imply that such products are pearls;

(b) Using the word “turquoise” as descriptive of insets in jewelry which are not in fact the natural precious stone turquoise; and from the use of such name or that of any other gem stone in a manner which may cause the belief or impression that an artificial product is such genuine stone;

(c) The use of the word “stone” or “stones” either alone or in connection with any other word or words as descriptive of or referring to insets of jewelry which are not in fact natural stones;

(d) Using the words “ruby,” “topaz,” “amethyst,” or “emerald” as descriptive of insets in jewelry, which are not in fact the natural precious stones named; and from the use of such names or that of any other gem stone in a manner which may cause the belief or impression that an artificial product is such genuine stone. (1-22125, May 19, 1950.)

8007. **Cosmetic Preparation—Qualities and Unique Nature.**—Duon, Inc., an Ohio corporation, with its principal office and place of business located in Coral Gables, Fla., and Donald H. Miller and Mary E.

Miller, officers of said corporation, engaged in the business of offering for sale and selling a cosmetic preparation designated "Vita-Fluff Custombilt Cream," entered into an agreement, in connection with the dissemination of advertising relating to that product, to cease and desist from representing directly or by implication:

(a) That, when applied to hair, this preparation will strengthen the curl, will be absorbed by the hair shaft, is not removed by shampooing, or will not make the hair greasy;

(b) That this cream is of value in the prevention or treatment of skin wrinkles, that it will increase the fat content of the skin, or that it will be of value in the treatment of dark circles under the eyes;

(c) That this cream will be of value in the treatment of allergy, psoriasis, double chin, or brittle nails; or

(d) That this product is substantially different from every other cream on the market. (1-22437, May 29, 1950.)

8008. **Mattresses—Sample Conformance.**—United Mattress Manufacturing Co., a Massachusetts corporation with its principal place of business located in Lawrence, Mass., engaged in offering for sale and selling in commerce mattresses, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from the use of model mattresses which are not truly representative of the full size mattresses which it sells. (1-23140, May 18, 1950.)

8009. **Kneeling Device—Unique Business Status.**—The Holstein Rubber Products Co., Inc., a Connecticut corporation, with its principal place of business located in Hartford, Conn., engaged in offering for sale and selling in commerce a kneeling device designated "Kneel-O-Matic," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication that it is the only manufacturer of automatic kneeling devices. (1-22526, May 29, 1950.)

8010. **Correspondence Courses in Languages—History, Personnel, Prices, etc.**—Outlet Book Co., Inc., trading also as Living Languages Division, Crown Publishers, a New York corporation with its principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling in commerce courses of instruction in languages designated as "Living Language" courses, entered into an agreement, in connection with the offering for sale, sale, or distribution thereof, to cease and desist from representing, directly or by implication:

(1) That its said language courses are identical with the Army language courses; or that its said courses were used to teach foreign languages to men and women in the armed services;

(2) That Ralph W. Weiman is the country's foremost or best

equipped language expert; or that he was personally responsible for devising, developing or perfecting the language courses used by the armed forces;

(3) That said corporation maintains a faculty or teaching service to aid students of its language courses;

(4) That the price of said courses is 40 percent less than that of any similar course on the market.

Outlet Book Co., Inc., further agreed that it will forthwith cease and desist as aforesaid from:

(5) Using the abbreviation "Dr." in connection with the name of any representative of the said Outlet Book Co., Inc., or otherwise representing that any such person has received a doctorate or the degree of a doctor from an accredited institution of learning, when such is not the fact;

(6) Representing that persons taking such courses will learn to speak French or Spanish in seven days, or that they will learn French or Spanish without study or concentration, or that whoever takes such courses will be reading and speaking conversational French and Spanish fluently within a month; or in any other manner exaggerating the speed within which, or the ease or degree of thoroughness by which, a person taking the aforesaid language courses will be enabled to learn, speak, read, or write Spanish, French, or any other foreign language. (1-21127, May 29, 1950.)

8011. **Correspondence Course in Maintenance of Radio and Television Equipment—Results.**—National Radio Institute, a District of Columbia corporation, with its principal office and place of business located in Washington, D. C., engaged in the business of offering for sale and selling, in commerce, a correspondence course of instruction in the operation and maintenance of radio and television equipment, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing:

That students obtain experience in the field of television unless expressly limited to so much of the subject as is actually covered by the experiments included in said course. (1-22507, May 29, 1950.)

8012. **Punchboards—Lottery Schemes.**—Clifford H. Jenkinson and Joseph W. Koll, copartners trading as Hub Sales Co., with their principal place of business located in Spokane, Wash., engaged in the business of offering for sale and selling punchboards in combination with other merchandise, in interstate commerce, in competition with other individuals, firms, and corporations likewise engaged, entered into an agreement to cease and desist from:

Selling or distributing in commerce, as "commerce" is defined in the Federal Trade Commission Act, punchboards or other lottery devices which are to be used or may be used in the sale or distribution of

merchandise to the public by means of a game of chance, gift enterprise, or lottery scheme.

Clifford H. Jenkinson and Joseph W. Koll, and each of them, further agreed that, in connection with the offering for sale, sale, and distribution of said merchandise, to cease and desist from:

(a) Selling or distributing merchandise so packed or assembled that sales thereof to the public are made or may be made by means of a game of chance, gift enterprise, or lottery scheme; or

(b) Supplying to, or placing in the hands of, others, punchboards or other lottery devices with assortments of merchandise which said punchboards or other lottery devices are to be used or may be used in selling or distributing said merchandise to the public. (1-22953, June 7, 1950.)

8013. Floor Coating—Durability.—Rock-Tred Corp., an Illinois corporation, with its principal place of business located in Chicago, Ill., advertiser-vendor, engaged in offering for sale and selling in commerce a floor covering or coating designated "Resn-X," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing directly or by implication:

1. That the product is impervious to solvents;
2. That the use of the product will put an end to floor problems forever. (1-23180, June 7, 1950.)

8014. Pumps—Competitive Products.—Standard Steel Works, a Missouri corporation, with its principal place of business located in North Kansas City, Mo., advertiser-vendor, engaged in offering for sale and selling in commerce single jet type pumps and bituminous heating and spraying equipment, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist:

- (1) From representing that the spur-gear type pump has four bearings and two stuffing boxes and causes the material to foam and churn;
- (2) From representing that the rotating-plunger type pump has two bearings and two stuffing boxes to repair, adjust, or replace, and pushes the material through a labyrinth of passages, stops and abrupt changes causing the material to foam and churn. (1-21952, June 8, 1950.)

8015. Hair and Skin Preparations—Qualities, Composition and Competitive Products.—Benjamin D. Baxter, an individual doing business under the trade name of Kreem of Herb Laboratories, with his place of business located in Brooklyn, N. Y., engaged in the business of offering for sale and selling preparations designated "Kreem of Herb Shampoo," "Kreem of Herb Hair Conditioner," "Kreem of Herb Skin Cream," and "Kreem of Herb Hand Lotion," entered into an agree-

ment, in connection with the dissemination of advertising relating to those products, to cease and desist from representing, directly or by implication:

(a) That any of such preparations is compounded wholly of organic substances and that the use of such preparations or any of them will maintain the natural or youthful condition of the hair or skin;

(b) That Kreem of Herb skin cream penetrates the pores of the skin, activates the skin, assists skin glands, or gives natural lubrication to skin glands, and that such preparation is the only skin cream in which there is no mineral oil, petroleum, or paraffin wax;

(c) That skin preparations which contain petroleum oils clog or tend to clog the skin. (1-22501, June 9, 1950.)

8016. **Supports for Anatomical Conditions—Qualities, Doctors' Recommendation, etc.**—S. H. Camp & Co., a Michigan corporation, with its principal office and place of business located in Jackson, Mich., advertiser-vendor, engaged in the business of manufacturing and offering for sale and selling devices, supports in various forms and styles offered for use in specific anatomical conditions under the brand name "Camp," entered into an agreement, in connection with the dissemination of advertising relating to such products, to cease and desist from representing directly or by implication:

(a) That the use of said supports is indicated generally in cases of pregnancy, after-pregnancy or after operations;

(b) That these supports are recommended by physicians in other than certain individual cases;

(c) That Camp supports do not apply pressure or constriction; or

(d) That Camp supports have any usefulness other than providing a measure of support to and a change of position of certain parts of the body to which they may be applied during the time said supports are worn. (1-23194, June 8, 1950.)

8017. **Spaghetti Products—Red Cross Sponsorship.**—The John B. Canepa Co., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., engaged in the business of offering for sale and selling food products designated "Red Cross Spaghetti" and "Red Cross Macaroni," entered into an agreement, in connection with dissemination of advertising relating to those products, to cease and desist from:

Representing directly or by implication that the said products are sponsored by, approved by, or in any way connected with the American National Red Cross: *Provided*, That it may use (subject to the permissible limits prescribed by the act of January 5, 1904, as amended by sec. 4 of the act of June 23, 1910), the words "Red Cross" or the mark of a Greek Red Cross in such advertising, but only if in each advertisement containing said words or said design it is clearly disclosed that

said products have no connection whatsoever with the American National Red Cross. (1-19013, June 15, 1950.)

8018. Insecticide—Effectiveness and Comparative Merits.—Cenol Co., Inc., an Illinois corporation, with its principal place of business located in Chicago, Ill., engaged in offering for sale and selling in commerce an insecticide designated “1068 Cenol Tensite,” entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from disseminating any advertising which represents directly or by implication:

(1) That the preparation, when used in accordance with directions, will kill carpet beetles;

(2) That the preparation can be used to kill or control flour beetles infesting flour;

(3) That the preparation is more effective than DDT in the control of roaches by any specifically designated ratio when such relative effectiveness does not apply to actual conditions of use; and

(4) That the preparation has substantially greater effectiveness than DDT in controlling any species of insects other than roaches. (1-21937, June 19, 1950.)

8019. Poultry Feeds With “Built-In Worm Control”—Qualities.—Spear Mills, Inc., a Missouri corporation, with its principal place of business located in Kansas City, Mo., engaged in the business of offering for sale and selling various forms of Spear poultry feeds described as having “Built-In Worm Control,” entered into an agreement, in connection with the dissemination of advertising relating to said poultry feeds, to cease and desist from representing directly or by implication:

(1) That such products keep or help to keep poultry worm free;

(2) That such products control worms in poultry, unless clearly limited to the types of worms against which the products are effective as control measures;

(3) That such products can be used in a flock of poultry without shock to the systems of the birds and without reduction in the rate of egg laying. (1-22485, June 19, 1950.)

8020. Women’s Garments, etc.—Fiber Content and Prices.—Stern Bros., a New York corporation, with its principal office and place of business located in New York, N. Y., engaged in the business of offering for sale and selling various products, including women’s garments and rugs, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist, with respect thereto, from:

(a) Advertising for sale or selling as “linen” any garment the fiber content of which is not linen exclusively;

(b) Advertising for sale or selling as “nylon,” any garment the fiber content of which is not nylon exclusively;

(c) Advertising for sale or selling articles composed in part or in whole of rayon without clearly disclosing the rayon and other content of such articles, designating each constituent fiber thereof in the order of its predominance by weight, beginning with the largest single constituent; or

(d) Representing that any article is regularly sold at any specified price, unless said price is that at which the article is usually sold. (1-23178, June 21, 1950.)

8021. Cigarettes—Comparative Merits and Qualities.—Brown & Williamson Tobacco Corp., a Delaware corporation, with its principal place of business located in Louisville, Ky., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, cigarettes designated as "Life," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(1) That said cigarettes are safer for the throat, safer for the lungs, better for health or give safer smoking pleasure than other cigarettes;

(2) That said cigarettes or the smoke therefrom contain less irritating tars than other cigarettes or the smoke therefrom;

(3) That said cigarettes may be smoked to the full extent of anyone's desire without irritation or ill effects. (1-23239, June 21, 1950.)

8022. Electric Fence Controllers—Safety and Manufacture.—International Electric Co., an Illinois corporation, with its principal place of business located in Chicago, Ill., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, electric fence controllers, including a controller designated as "Model 106 Maxi-Shok," entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing, directly or by implication:

(1) That its "Model 106 Maxi-Shok" controller is safe;

(2) That its controllers, or any thereof, are so constructed as to insure freedom from service worries. (1-22765, June 22, 1950.)

8023. Miscellaneous Merchandise—Supplying Lottery Devices, etc.—George J. Wanisko, an individual trading as George Sales Co., with his principal place of business located in Northampton, Pa., engaged in the sale and distribution of numerous articles of merchandise, including, among others, watches, rings, choker sets, and cameras, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(a) Supplying to or placing in the hands of agents, distributors, dealers, members of the public, or others, push cards or any other devices which are to be used or may be used in the sale or distribution of his merchandise, or any merchandise, to the public by means of a game of chance, gift enterprise, or lottery scheme; or

(b) Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise, or lottery scheme. (1-23335, June 28, 1950.)

8024. **Window Materials—Qualities.**—Arvey Corp., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., engaged in offering for sale and selling in commerce, window materials designated “R-V-Lite,” advocated as substitutes for glass window materials, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from representing:

(a) That the materials are moistureproof;

(b) That the materials designated “R-V-Lite 100-C,” “R-V-Lite 200-P,” and “R-V-Lite 400-T” are not adversely affected by weather or that they remain weatherproof or waterproof;

(c) That the material designated “R-V-Lite 100-C” will not crack or become brittle or that it transmits more radiant heat from sunlight than does ordinary glass;

(d) That the material designated “R-V-Lite 400-T” will not discolor or that it effects an appreciable transmittance of the ultraviolet rays;

(e) That the materials transmit rays which are essential to health or growth;

(f) That the use of its plastic-coated window materials in poultry or other farm buildings will cause animals housed therein to be healthier or sturdier or to grow faster or that the said materials will cause hens to lay more and larger eggs than will be the case where ordinary glass is used, unless such representations are clearly and expressly limited to the benefit which may result from exposure to such ultraviolet rays as may be transmitted by said materials where such rays adequately compensate for a deficiency of vitamin D in the diet;

(g) That the use of its plastic-coated window materials in poultry houses will prevent such conditions as leg weakness and crooked breast bones, unless such representations are clearly and expressly limited to the benefits which may result from exposure to such ultraviolet rays of the sun as may be transmitted by such materials where such rays adequately compensate for a deficiency of vitamin D in the diet. (1-22779, June 28, 1950.)

8025. **Electric Water Heater—Qualities and History.**—Adolph Grossman, an individual trading as Metropolitan Electronics & Instruments Co., with his principal place of business located in New York, N. Y., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, an electric water heating device designated as the “DeLuxe Heater,” entered into an agreement, in connection

with the offering for sale, sale, and distribution thereof to cease and desist from:

(1) Exaggerating the speed with which said device will provide running hot water or exaggerating the quantity of hot water which it will provide;

(2) Representing that said device is revolutionary or new. (1-22924, June 29, 1950.)

8026. **Dry Rug Shampoo—Qualities.**—Puritan Sales Co., a Georgia corporation, with its principal place of business located in Atlanta, Ga., advertiser-vendor, engaged in the business of offering for sale and selling a preparation designated "Puritan Dry Rug Shampoo," entered into an agreement, in connection with the offering for sale, sale, or distribution thereof, to cease and desist from representing, directly or by implication, that said preparation:

Will restore faded or soiled colors in rugs. (1-21395, June 29, 1950.)

8027. **Pencils—Comparative Merits and Tests.**—Eberhard Faber Pencil Co., a New York corporation, with its principal office and place of business located in Brooklyn, N. Y., advertiser-vendor, engaged in offering for sale and selling in commerce pencils designated "Mongol pencils," entered into an agreement in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(a) Representing that the pencils stay sharper longer than every other well-known pencil in the same price range or that said pencils are superior in point sharpness to every other well-known pencil in the same price range;

(b) Representing that scientific laboratory tests of every well-known pencil in the same price range conclusively prove point sharpness superiority for the Mongol pencils by 29 percent. (1-22367, June 30, 1950.)

8028. **Electric Water Heater—Qualities, Safety and Laboratory Status.**—Jiffy, Inc., an Illinois corporation with its principal place of business located in Chicago, Ill., advertiser-vendor, engaged in the business of offering for sale and selling in commerce an electric hot water heating device designated as the "Jiffy Electric Hot Water Heater," which device consists of an electrical element with a non-detachable cord, when in use, the heating portion of the device is immersed in a vessel of water and the nondetachable cord, which consists of heavily insulated wires, is connected to an electrical outlet, entered into an agreement, in connection with the offering for sale, sale, and distribution thereof, to cease and desist from:

(1) Exaggerating the speed with which said device will provide steaming hot water or will provide hot water in quantity;

(2) Distributing or selling said devices unless the word "caution"

or "warning" together with adequate directions for safe use of the device is firmly affixed thereto in a lasting manner plainly informing the user that failure to carefully follow directions may result in dangerous electric shock;

(3) Using the word "laboratories" or other word or term of like meaning in connection with its corporate name, or otherwise representing, directly or inferentially, that it maintains a laboratory, unless it actually owns and operates or directly and absolutely controls a laboratory containing equipment and apparatus for study and experimentation by scientists or technicians employed for the conduct of research in connection with electric water heating devices or other products. (1-23120, June 30, 1950.)

7813.¹ "Jump Boots"—Nature, Army Specifications and Composition.—This stipulation has been amended so that it now reads:

Georgia Shoe Manufacturing Co., Inc., a Georgia corporation, with its principal office and place of business located in Flowery Branch, Ga., advertiser-vendor, engaged in the business of offering for sale and selling *shoes*, including a style known as "*Jump Boots*," in interstate commerce, entered into an agreement, in connection with the offering for sale, sale and distribution thereof, to cease and desist from representing, directly or by implication:

(a) Pictorially or otherwise, that said boots are regulation paratroop boots, or are manufactured in accordance with specifications for paratroop boots for use by the armed services; or

(b) That said boots are made from elk-finish cowhide, or that they have two full grain outer soles or a steel instep shank.

Georgia Shoe Manufacturing Co., Inc., further agreed that the aforesaid amendment shall be effective as of the date of the approval thereof by the Federal Trade Commission. (1-21928, Nov. 18, 1949.)

¹ Amended.

